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A COLLECTION OF TREATIES ENGAGEMENTS AND SANADS RELATING TO INDIA AND NEIGHBOURING COUNTRIES

Compiled by

C U AITCHISON

As its tell-tale title suggests, it is a monumental work, in fourteen volumes recording a collection of Treaties, Engagements and Sanads entered into by the erstwhile British Govt. of India with the native Indian States and the neighbouring countries.

Each Volume has been so compiled as to give the various Treaties, Engagements and Sanads entered into with native States falling into one contiguous geographical area. Volumes I to X and XII fall into this category.

Volumes XI, XIII and XIV deal with Treaties, Engagements etc. with territories which now form part of foreign countries. Their destinies were however governed by the then British authority of India under the compulsion of the then prevailing forces of history.

It is a work of immense historical value and research utility and undoubtedly a veritable mine of information equally for the historians, researsh scholars, statesmen, diplomats, public servants, educationists, administrators, and serious students of contemporary history. It will prove a valuable source of reference for Govt. Deptts., Public libraries and also libraries of all educational institutions of higher learning, including universities and colleges.

A serious work of this kind will help stimulate more enterprising research on the source material provided in these volumes. They throw a flood of light on the evolution and expansion of the old British empire in this part of the world and the craft and the strategy employed by them before which the hetrogenous native states and their weak rulers were no match. They had thus no option but to acquesce to the terms and conditions dictated to them.

Such a useful work should be the proud possession of all concerned including the research scholars, historians and libraries in India and abroad.

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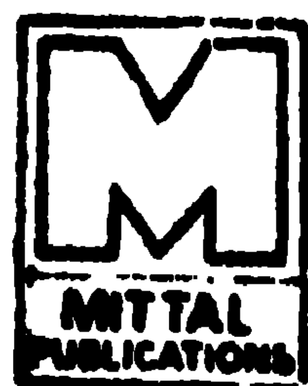
RELATING TO

INDIA AND NEIGHBOURING COUNTRIES

(*Revised and Continued up to 1929*)

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In line 25 *for the word* shali *substitute* shall.
In line 31 *for the word* crimina *substitute* criminal.

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PART I.

Treaties, Engagements and Sanads

relating to

Hyderabad.

THE fortunes of the present ruling family of Hyderabad were founded by Kamar-ud-din Asaf Jah, a distinguished soldier of the Emperor Aurangzeb, who in 1713 was appointed Nizam-ul-Mulk and Subadar of the Deccan, but eventually threw off the control of the Delhi Court. Asaf Jah died in 1748, and was succeeded by his second son, Nasir Jang, in the absence of the eldest son, Ghazi-ud-din Khan, who was holding high office at the Court of Delhi, and acquiesced temporarily in Nasir Jang's succession. The claims of Nasir Jang were disputed by Muzaffar Jang, his sister's son, with the support of Dupleix, the Governor of the French settlements, who saw in the establishment, through his influence, of Muzaffar Jang as Subadar of the Deccan, and of Chanda Sahib, a claimant for the Nawabship of the Carnatic, means of securing the ascendancy of the French in India. The support which Muzaffar Jang received from the French was, in those times, of itself sufficient reason to induce the English to lend their aid to Nasir Jang. Muzaffar Jang fell into the hands of his uncle, by whom he was imprisoned; but in the following year, after the murder of Nasir Jang by Pathan rebels, he was released, and with the support of the French assumed the authority of Subadar. Ghazi-ud-din Khan disputed this succession and allied himself with the Mahrattas to obtain the Subadarship. He died from the effects of poison in 1751. After his accession Muzaffar Jang received into his service a body of French troops under the command of Bussy, and assigned to the French large territories near Pondicherry, the province of Karikal, and the town and district of Masulipatam. He was soon afterwards killed in a mutiny of his troops. His only son being a minor, Salabat Jang, the third son of Asaf Jah, was placed in power by the influence of the French, in gratitude for which Salabat Jang confirmed many of the privileges enjoyed by them, and assigned several districts in the northern Circars (Sarkars) for the pay and equipment of the French auxiliaries in his service.

On the outbreak of the war between France and England in 1756, the French were driven out of the northern Circars by an English force. Salabat Jang advanced to oppose the English, but did not feel himself strong enough to risk a battle without the aid of his French auxiliaries, who had been recalled by Count Lally. He accordingly concluded a Treaty (No. I) in 1759 with the English. This granted the seaport of Masulipatam and other districts, comprising altogether an area of about 700 square miles, to the English in inam, and bound Salabat Jang to exclude the French from his dominions. The acquisitions of the English in the northern Circars were confirmed by a farman of the Emperor of Delhi in 1765, at the time when the Dewani of Bengal, Bihar and Orissa was obtained by them.

Salabat Jang was deposed in 1761 by his younger brother, Nizam Ali, and died two years afterwards in prison. In 1765 Nizam Ali devastated the Carnatic, but was driven back. At the same time an English force took possession of the Carnatic in virtue of a farman from the Emperor of Delhi. The Nizam was making active preparations for the continuance of hostilities, but the Madras Government, which was then labouring under pecuniary difficulties, deputed General Calliaud to Hyderabad to negotiate peace. The negotiations resulted in 1766 in a Treaty (No. II), by which, in return for the Circars of Ellore, Chicacole, Rajamahendri, Mustafanagar, and Murtazanagar or Guntur, the British Government agreed to furnish the Nizam with a subsidiary force when required and to pay nine lakhs a year when the assistance of their troops was not required. The Nizam on his part engaged to assist the British with his troops. The Circar of Guntur, which the Nizam had given in jagir to his brother, Basalat Jang, was not to be taken possession of till the latter's death, except in the event of his creating disturbances in the Carnatic.

Under this treaty a corps of two battalions joined the Nizam for the reduction of the fort of Bangalore, then in the possession of Haidar Ali of Mysore, with whom the British Government was on hostile terms; but it was soon withdrawn in consequence of the Nizam having treacherously deserted the British alliance and invaded the Carnatic in conjunction with Haidar Ali. The Nizam, however, was soon compelled to separate from Haidar Ali, and in 1768 another Treaty (No. III) was concluded between the British Government and the Nawab of the Carnatic on the one part, and the Nizam on the other. By this treaty the Nizam revoked all sanads granted to Haidar Ali by the Subadars of the Deccan; agreed to cede to the English, in return for an annual payment of seven lakhs of rupees, the Diwani of the Carnatic above the ghats, which had been seized by Haidar Ali; pledged himself not to interfere with the possessions of the Nawab of the Carnatic; and agreed to accept a reduced payment for the northern Circars. The engagement between the English and the Nizam mutually to assist each other with troops was altered.

The British Government undertook to furnish the Nizam on his requisition with two battalions of sepoys with guns, subject to the conditions that the Nizam would defray the cost of the force, and that it would not be employed against any person in alliance with the English.

In consequence of the action of Basalat Jang in collecting French troops in Guntur, it became necessary in 1774 to call on the Nizam to order their removal. No results followed the Nizam's orders. But in 1779 Basalat Jang, threatened by Haidar Ali, craved the protection of the English and agreed with the Madras Government (No. IV) to rent to them the Guntur district; to dismiss the French troops; and to receive English troops adequate for the defence of the district. This engagement, which was concluded without reference to the Nizam, was considered by him to be a breach of the treaty of 1768, and was disallowed by the Government of India. The district of Guntur, which in the meantime had been transferred to the Nawab of the Carnatic on a ten years' lease, was restored to the Nizam's officers.

In 1782 Basalat Jang died, and the Guntur Circar, which ought to have lapsed to the English, was retained by the Nizam's officers. In 1788 a Resident was sent to Hyderabad for the first time, the objects of his mission being to demand restitution of the district and to adjust the subsidy due to the Nizam, the payment of which had been allowed to fall into arrears. The demand for the restoration of Guntur was complied with (No. V) but the dispute regarding the arrears of subsidy could not be adjusted at Hyderabad. It was by mutual consent referred to the decision of the Governor General, and Mir Alam, also styled Mir Abul Kasim, was deputed by the Nizam to Calcutta to represent his interests. After allowing for the revenues which had been irregularly collected from Guntur by the Nizam, the arrears due by the British Government were reduced to the sum of Rs. 9,16,665. The mission of Mir Abul Kasim was productive in 1789 of a new Engagement (No. VI), explanatory of the treaty of 1768. By this engagement, which was in the form of a letter from Lord Cornwallis, but was declared to be as binding on the British Government as a regular treaty, it was explained that the words in the 6th article of the treaty of 1768, "whenever the situation of affairs will allow of such a body of troops to march into the Deccan," should be understood to mean that the force engaged for by that article should be granted whenever the Nizam should apply for it, provided that it should not be employed against any power in alliance with the British Government.

On the outbreak of the first war with Tipu Sultan, Lord Cornwallis succeeded in securing the co-operation of the Nizam by promising him full participation in the advantages which might result from the war. A Treaty of offensive and defensive alliance (No. VII) was concluded with him on the 4th July 1790. By this treaty, to which the Peshwa was made a party, it was stipulated that the Nizam and the Peshwa

should invade Tipu's territories, and should furnish a contingent of 10,000 horse to be paid for by the British Government; that an equal division should be made of the territories conquered; that certain palegars (polygars) and zamindars, who had formerly been dependent on the Nizam and the Peshwa, should be placed on their former footing; and that if, after the conclusion of peace, Tipu should attack any of the contracting parties, the others should join in punishing him. On the termination of the war, territories yielding an annual revenue of 13,16,000 pagodas were made over to the Nizam as his share of the conquests.

After the conclusion of peace Lord Cornwallis transmitted to Hyderabad and Poona proposals to reduce to a definite treaty the mutual guarantee against Tipu which had been stipulated for in the treaty of 1790. But owing to the delay and evasions of the Peshwa, whose designs against Tipu and the Nizam would have been frustrated by the engagements proposed, the conclusion of the treaty was abandoned, although the Nizam had given his verbal consent to it.

At this time the Mahrattas revived a claim against the Nizam for arrears of chauth, and threatened hostilities if it were not satisfied. The Nizam applied to the British Government for aid, but Sir John Shore was precluded by the treaties with the Mahrattas from interfering further than as a mediator. The war which broke out in 1795 terminated in the convention of Kurdla, by which the Nizam was compelled to cede to the Mahrattas territories yielding a revenue of thirty-five lakhs of rupees; to pay three crores of rupees; and to give his minister, Azam-ul-Umara, as a hostage for the fulfilment of these terms. Three-fourths of the territory ceded by the Nizam was afterwards recovered during the dissensions which followed the death of Madho Rao Peshwa.

The resentment created in the mind of the Nizam by the refusal of the British Government to aid him in his extremities, or to permit the subsidiary force to accompany him in the war, led him to entertain in his service a body of troops commanded by French officers, and to dismiss the British subsidiary force. Friendly relations with him were therefore threatened with rupture; but before matters came to a crisis the rebellion of his son, Ali Jah, compelled him to beg that the subsidiary force might be sent back. The return of the minister, Azam-ul-Umara, from Poona was also favourable to British influence; and, as the threatening attitude of Tipu made a closer connection with Hyderabad desirable, a Treaty (No. VIII) was concluded on the 1st September 1798, by which the subsidiary force was made permanent and raised to six battalions with guns, costing Rs. 24,17,100 a year; the Nizam's French corps was to be disbanded; and the British Government was to arbitrate between the Nizam and the Peshwa, or, in the event of the Peshwa not consenting to that arrangement, to protect the Nizam from any unjust and unreasonable demands of the Mahrattas.

On the outbreak of the second war with Tipu in 1799, the subsidiary force and the Nizam's army co-operated with the British troops, and after the fall of Seringapatam the Nizam received by the partition treaty of Mysore (No. IX) districts yielding 6,07,332 pagodas. To these were subsequently added two-thirds of the territories which were offered to, but rejected by, the Peshwa. The jealousy with which the Mahrattas viewed the operations against Tipu, and the threatening attitude which they assumed, led the British Government again to strengthen their connection with the Nizam, and a new Treaty (No. X) was concluded with him on the 12th October 1800, by which two battalions of infantry and one regiment of cavalry, with a due proportion of artillery, were added to the subsidiary force, while to secure the payment of the force the Nizam ceded most of the territories which he had acquired by the Treaty of Seringapatam of March 1792 and the Mysore Treaty of 1799 (Mysore Nos. VIII and IX), yielding about 18,13,188 pagodas. Certain other lands yielding about Rs. 8,34,718 were also ceded by the Nizam in exchange for the rest of these territories, with the additional object of securing a well-defined boundary. The treaty regulated the duties on which the subsidary force was to be employed; secured the Nizam in the sovereignty of his dominions; prohibited his entering into political negotiations with other States; and made the British Government the arbiter in his disputes with other powers. In consequence of the equivocal conduct of the Nizam in the first Mahratta war, and the refusal of his officers to receive the wounded in the battle of Assaye into the forts of Daulatabad and Dharur, an additional article was added on the 9th January 1804 to the treaty of 1800, requiring the contracting parties to admit the troops of either party into their forts when called upon.

In 1802 a Treaty (No. XI) was concluded with a view to check excessive taxation levied by the Nizam's officials. This treaty provided for the free transit of articles of commerce between British and Hyderabad territories; abolished transit duties; limited import and export, or customs, duties to 5 per cent. *ad valorem*, to be collected once for all at fixed places.

Nizam Ali died in 1803 and was succeeded by his son, Sikandar Jah, who went through the form of obtaining the confirmation of the Emperor of Delhi. On his accession all existing treaties with the British Government were confirmed (No. XII). At the close of the Mahratta war the Nizam received by the partition Treaty of Hyderabad (No. XIII), dated the 28th April 1804, the cession of the Deccan territories conquered from Scindia and Nagpur.

Mir Alam, the Nizam's able minister and a sincere friend of the British Government, died in 1808. The two principal competitors for the vacant post were Munir-ul-Mulk, son-in-law of Mir Alam, and Shams-ul-Umara, chief of the military party in the State. Lord Minto, whose

advice had been spontaneously sought by the Nizam, recommended the appointment of the latter; but the Nizam did not accept the advice and selected Munir-ul-Mulk, in preference. As a condition of the appointment of the new minister, however, the Nizam required him to enter into an agreement that the affairs of the State should be conducted through the agency of one Chandu Lal, a custom which had prevailed since the death of Mir Abul Kasim. The Nizam himself, whose sanity was doubted, lived a secluded life, and took no interest in the administration. Chandu Lal was a staunch supporter of British interests throughout the long, and not altogether friendly, rule of Sikandar Jah, and under him the reform of the military establishments was commenced, and a regular army disciplined by British officers was organised. Various views have been taken of Chandu Lal's character. But, whatever may have been his faults, he was the only person that could be found at Hyderabad capable of carrying on the administration, and neither the Nizam himself nor successive Residents, who were not all well-disposed to Chandu Lal, could find a better man to fill his place.

The Nizam's army proved of much service in the Pindari and Mahratta wars in 1817, and after the overthrow of the Peshwa these services were recognised by the Treaty of the 12th December 1822 (No. XIV), whereby the Nizam received a considerable accession of territory; was released from all arrears of tribute which he owed to the Peshwa, and from all demands for such tribute in future; and some exchanges of territory were effected to secure a well-defined frontier. The Nizam was bound to protect the rights of the landholders in the districts made over to him—a stipulation which has led to constant discussions with his Government. In 1847 a commission was appointed to enquire into all claims under this guarantee. The claims finally allowed amounted to Rs. 1,00,147.

Sikandar Jah died in 1829, and was succeeded by Nasir-ud-Daula, with whom a Treaty (No. XV) was concluded in 1831, confirming all existing treaties. During the latter years of Sikandar Jah's rule the administration of the country had fallen into great disorder. The revenues of the State were farmed to contractors, who were practically supreme in their several districts. In consequence the grossest oppression prevailed, and the disciplined force under British officers was repeatedly called out to repress local rebellion. The country was infested with robber bands, and the roads were unsafe, except for persons travelling with large armed escorts. For the restoration of order it became necessary to employ British officers in the different districts. They settled the amount of revenue to be levied, and under their administration the country soon improved. The State, moreover, was deeply involved in debt, both to merchants and to the British Government. The annual payments to the Nizam for the northern Circars were accordingly capitalised for a sum of Rs. 1,66,66,666, by which the Nizam's government was temporarily extricated from its difficulties.

On the succession of Nasir-ud-Daula, and at his request, the direct interference of British officers in the administration was discontinued, and he was assured that, provided the revenue settlements made by the British officers were maintained for the full period of their currency, the British Government would withdraw from all interference, and the Nizam would be absolute both in the selection and removal of his minister, and in all other matters of internal administration. The withdrawal of interference was immediately followed by the return of disorder and misrule. Every department of the government became disorganised, and the credit of the State was so bad that bankers refused to grant loans. Chandu Lal, finding himself unable to cope with the financial embarrassments, resigned the office of minister on the 6th September 1843. His long and distinguished services to the Hyderabad State were highly praised by Lord Ellenborough.

For some months the Nizam endeavoured to carry on the administration himself; but at length, with the approval of the British Government, he appointed as his minister Siraj-ul-Mulk, son of the former minister Munir-ul-Mulk. In the meantime the pay of the contingent had fallen greatly into arrears and advances had to be made from the British treasury. By the 12th article of the treaty of 1800 (No. X) the Nizam had agreed in time of war to furnish 6,000 infantry and 9,000 cavalry to co-operate with the British army, and to use every effort to bring the whole force of his dominions into the field as speedily as possible. The Nizam's troops had proved very inefficient in the first Mahratta war, and after the conclusion of the campaign various schemes were from time to time proposed for their reform, but with little success. At length in 1813 one of the corps at Hyderabad mutinied, and in its place Chandu Lal raised two battalions, which were armed, clothed, and equipped like the Company's troops.

It soon became necessary to make advances from the British treasury for the payment of this contingent force of reformed troops; and in 1843 the Nizam was distinctly informed that, in the event of application for further advances, a territorial security for the payment of the debt would be demanded. No efforts, however, were made to pay off the debt on account of the contingent either by Siraj-ul-Mulk or by his successors in office, Amjad-ul-Mulk and Shams-ul-Umara, who were appointed in 1848 and 1849 respectively, with the approval of the British Government. In 1849 a requisition was made for the payment of the debt by the 31st December 1850. No steps were taken for payment, and in 1851 a territorial cession was demanded to liquidate the debt, which then amounted to upwards of Rs. 78,00,000. A payment of Rs. 40,00,000 was at once made, and the appropriation of the revenues of certain districts was promised to meet the remainder. The demand for a territorial cession was therefore withdrawn; but no real improvement followed. The Resident

was obliged to make further advances for the payment of the contingent, and in 1853 the debt had again risen to upwards of Rs. 45,00,000.

Some new arrangement was therefore absolutely necessary. Accordingly in 1853, a fresh Treaty (No. XVI) was concluded with the Nizam. This confirmed all former treaties and agreements between the two Governments then in force, but by it the British Government agreed to maintain, in addition to the subsidiary forces, an auxiliary force, called the Hyderabad Contingent, of not less than 5,000 infantry, 2,000 cavalry, and four field batteries of artillery. In order to provide for the payment of this force, and for certain pensions and the interest on the debt, the Nizam assigned in trust districts in Berar, Dharaseo and the Raichur Doab, which were estimated to yield a gross revenue of fifty lakhs of rupees. It was also agreed that accounts should be annually rendered to the Nizam, and that any surplus revenue which might accrue should be paid to him. By this treaty the services of the subsidiary force and the contingent were to be at the disposal of the British Government in time of war, and the Nizam was relieved of any further obligation in this respect. The contingent ceased to be part of the Nizam's army, and became an auxiliary force kept up by the British Government for the Nizam's use.

Nasir-ud-Daula died in 1857, and was succeeded by his eldest son, Afzal-ud-Daula. During the mutiny of 1857 the maintenance of order at Hyderabad was important for the success of the military operations in the Deccan and Central India. The hopes of the disaffected were excited by the succession of a new Chief, and on the 17th July 1857 an attack was made on the Residency, but was repulsed. The efforts of the Resident to preserve order were ably seconded by the Nizam's Minister, Salar Jang, a nephew of Siraj-ul-Mulk, who had been appointed, with the approval of the British Government, on his uncle's death in 1853.

The provisions of the treaty of 1853 (No. XVI), which required the submission of annual accounts of the Assigned Districts to the Nizam, were productive of inconvenience and embarrassing discussions. Difficulties had also arisen regarding the levy of the 5 per cent. duty on goods under the commercial treaty of 1802 (No. XI). To remove these difficulties, and at the same time to reward the Nizam for his services in 1857, a new Treaty (No. XVII) was concluded in December 1860. By this the debt of fifty lakhs due by the Nizam was cancelled; the territory of Shorapur, which had been confiscated for the rebellion of the Raja, was ceded to the Nizam; and the districts of Dharaseo and the Raichur Doab were restored to him. On the other hand, the Nizam ceded certain districts on the left bank of the Godavari; freed the traffic on that river from all duties; and agreed that the remaining assigned districts in Berar should be held in trust by the British Government for the purposes specified in the treaty of 1853; but that no demand for accounts of the receipts or expenditure of the districts should be made. Applica-

tions for the restoration of the Hyderabad Assigned Districts were made on more than one occasion, but for a long time the British Government declined to make any essential alteration in the arrangements provided for by the treaties of 1853 and 1860. Under British administration the revenue of Berar greatly increased; and a large surplus was paid over to the Hyderabad State under the treaty provisions up to the time of their revision in 1902.

The treaty of 1860 does not affect the customs duties levied on goods imported to, or exported from, the Nizam's territories, the limit of which remains as before at 5 per cent. *ad valorem*. In 1864 the Minister drew up, in consultation with the Resident, rules to regulate the collection in Hyderabad territory of the customs duties admissible under the treaty of 1802 (No. XI). The schedules attached to the rules contained a list of articles which were to be taxed by weight at certain fixed rates representing approximately 5 per cent. *ad valorem*, and liable to increase or reduction from time to time. The rules were approved by the Government of India.

In August 1860 the Nizam agreed (No. XVIII) to cede the land required for railway purposes in the Raichur Doab.

In 1861 the Nizam issued a Sanad (No. XIX) declaratory of the Resident's authority to inquire into and punish offences committed by Europeans and others in the Hyderabad territory.

Owing to a disagreement the Nizam resolved in 1861 to remove Salar Jang from office, notwithstanding the remonstrances of the Resident. But the British Government refused to countenance the measure, and Salar Jang was maintained in office. Differences again arose between the Nizam and his minister in 1867, but were eventually arranged, and Salar Jang continued to hold the office of which he had felt compelled to tender his resignation. The opportunity was taken to impress upon the Nizam the advisability of giving his entire confidence to a minister who had ruled the State with so much ability, and to point out the serious consequences which a relapse into misrule would entail on the Hyderabad State.

The Nizam received in 1862 a Sanad (No. XX) guaranteeing that any succession to his State, which might be in accordance with Muhammadan law and the customs of his family, would be recognised.

In 1867 the Ruler of Hyderabad State was granted a permanent salute of 21 guns.

In 1867 an Extradition Treaty (No. XXI) was concluded between the British Government and the Nizam. In this treaty the two Governments agreed to act upon a system of strict reciprocity in surrendering persons charged with any of the offences mentioned in article 4, provided that in each case the accused was a subject of the Government making the requisition for his surrender; that the offence had been committed

within the territory belonging to, or administered by, such Government; and that the application for surrender of the accused person was duly made and supported by such evidence of his criminality as, according to the laws of the country in which he was found, would justify his arrest and sustain the charge if the offence had been committed there. The procedure prescribed by this treaty for the extradition of offenders from British India to the Hyderabad State was less simple and effective than that prescribed by the law relating to the extradition of offenders in force in British India. The treaty was therefore subsequently modified by a supplementary Agreement made with the Nizam on the 21st July 1887 (No. XXXI), which provides that the treaty shall no longer apply to cases of extradition of offenders from British India to the Hyderabad State; but that the procedure prescribed by the law for the extradition of offenders for the time being in force in British India shall be followed in every such case.

The Nizam Afzal-ud-Daula died after a short illness on the 26th February 1869. His only son, Mir Mahbub Ali Khan, then not three years of age, was placed on the *masnad* by the British Resident, and the joint administration of affairs during the young Nizam's minority was entrusted to Sir Salar Jang and Nawab Shams-ul-Umara. The education of the young Nizam was an object of much solicitude to the British Government, and a guarantee was obtained from the ministers that when the proper time arrived an English gentleman should be entrusted with the duty of superintending it. In 1874 Captain John Clerk was appointed for the purpose, and he continued in the post until the year 1876, when he was succeeded by his brother, Captain Claude Clerk, whose employment came to an end in June 1887.

In 1870 an Agreement (No. XXII) was concluded between the British Government and the Nizam, providing for the construction of a railway to connect Hyderabad with the Great Indian Peninsula Railway. The main points of the agreement were that the Hyderabad State, with the aid of shareholders, should provide the capital necessary for the construction, maintenance and working of the railway, including provision of land, payment of compensation, and cost of survey; and that the British Government should construct and manage the railway on behalf of the Nizam, who should receive all profits derived from the working.

In 1871 (No. XXIII) an exchange of villages was negotiated with a view to the rectification of that portion of the border between the Assigned Districts in Berar and the territories administered directly by the Nizam's Government. It was understood that this arrangement in no way affected the conditions under which the Assigned Districts were held by the British Government, and that in the transferred villages all concessions granted by the British Government during its administration of them would be maintained.

By the treaty of the 2nd December 1871 (*see* Gwalior, Vol. V) Scindia ceded to the British Government his rights and interests of every description in certain ancestral villages which he possessed within the territories of the Nizam. As it was desirable to transfer the rights and interests which the British Government had thus acquired in these villages to the Hyderabad State, a Memorandum of Agreement (No. XXIV) was signed on the 13th August 1872, by which the villages in question were ceded to the Nizam, who in return ceded to the British Government in full sovereignty certain villages in the Bombay Presidency.

In 1875 the Nizam's Government undertook to prohibit the export of Hyderabad produced salt into British territory (No. XXV).

A Postal Agreement (No. XXVI) was executed by the Nizam's Government in August 1882, making provision for the interchange, under certain conditions, of mails between the British and Nizam's post offices.

A proposal that the Nizam should visit England in the year 1883 fell through, owing to the death of Sir Salar Jang on the 8th February 1883. During the year that had still to elapse before Mir Mahbub Ali Khan came of age, the administration was entrusted to the Peshkar, Maharaja Narindar Parshad, and Mir Laik Ali, the elder son of Sir Salar Jang, who were entitled respectively Senior and Junior Administrators. There was also a Council of Regency composed of the Peshkar and the Nawabs Khurshid Jah and Bashir-ud-Daula. The Nizam presided over the Council, and Mir Laik Ali, who assumed his father's title of Salar Jang, acted as its Secretary, but they had no votes.

In order to protect the interests of the British and the Nizam's Governments in the matter of the opium revenue, an Agreement (No. XXVII) was executed on the 29th October 1883, prohibiting the cultivation of poppy and the manufacture of opium in the Nizam's territory, and regulating the import, export, transport, possession and sale of the drug. It also provided that any alterations made in the opium rules of the Nizam's Government should be communicated to the Resident, and that the Opium Agent at Indore should issue passes for opium required by the Nizam's Government, and levy on behalf of the latter a pass duty at a rate of not less than Rs. 600 per chest of 140 lbs. of opium consigned to the Hyderabad territory, the duty being remitted to the Nizam's Minister through the Resident at Hyderabad. The pass duty has, however, been levied ever since at the rate of Rs. 700 per chest. This arrangement considerably increased the opium revenue of the Hyderabad State, which in 1880 was estimated at Rs. 69,062, while the amount of pass duty alone levied and paid to the Minister in 1889 was Rs. 2,57,250.

With the consent of the Government of India the Nizam's Government entered into an Agreement (No. XXVIII) on the 27th December 1883 with the Nizam's Guaranteed State Railways Company, by which

Government and the Hyderabad (Deccan) Company, by which a reduction was effected in the rate of royalty on coal payable by that Company to the Nizam's Government under the Singareni Coal Field Lease dated the 12th September 1893. Besides the Wondalli (Deccan) Gold Mines, Limited, and the Hutti (Nizam's) Gold Mines, Limited, the Topuldodi (Nizam's) Gold Mines, Limited, also received, with the approval of the Government of India, an assignment of a portion, known as the Topuldodi Block, of the Raichur Doab Gold Field. On the 30th January 1907 a Deed of Covenant was executed by the Nizam's Government and the Topuldodi (Nizam's) Gold Mines, Limited, in respect of the Topuldodi block. In 1907 the Wondalli block of the Raichur Doab Gold Field was, with the approval of the Government of India, transferred to the Topuldodi (Nizam's) Gold Mines, Limited, on condition that the Wondalli mine would not be included in the Topuldodi block. A Deed of Covenant was executed on the 26th February 1908 by the Nizam's Government and the Topuldodi (Nizam's) Gold Mines, Limited, in respect of the Wondalli Mine.

On the 23rd October 1905 Messrs. Parry and Company of Madras were, with the sanction of the Government of India, granted a Prospecting License over the whole of the Nizam's dominions, excluding the areas allotted to the Hyderabad (Deccan) Company. Messrs. Parry and Company held this concession for 5 years and eventually surrendered the license to the Nizam's Government.

In 1909, with the approval of the Government of India, the Topuldodi and Wondalli blocks were transferred to the Hutti (Nizam's) Gold Mines, Limited, and on the 23rd June 1909 two Deeds of Covenant were executed between the Nizam's Government and the Hutti (Nizam's) Gold Mines, Limited,—one in respect of the Wondalli Block and the other in respect of the Topuldodi block.

The Hutti (Nizam's) Gold Mines, Limited, ceased operations in 1920 and surrendered the areas held by them to the Nizam's Government on the 11th June 1920.

On the 6th December 1917, the Nizam's Government granted a Prospecting License for a period of 3 years to Messrs. Muhammad Yusuf Jumma Sait and Ghulam Habib Khan, Hyderabad State subjects, over an area of about 2,000 square miles in the Warangal District. In March 1920, with the approval of the Government of India, the license was transferred to the South India Coal Company, Limited, the Directors of which were British subjects.

Certain applications for leases made by the Hyderabad (Deccan) Company under the Agreement of 7th January 1886, formed the subject of arbitration in London. The award was given on the 22nd November 1907, as a result of which the Nizam's Government permitted the Company in April 1908 to start operations on the Sasti and Paoni Coal Mines.

In 1921, a Supplemental Agreement dated the 11th June 1921 was signed between the Nizam's Government and the Company, under which the latter, while given exclusive rights of prospecting and testing for metallurgical minerals and mineral oils, etc., in certain specified areas (nineteen in number) up to the 30th June 1924, were put to the necessity of notifying the Nizam's Government by the 30th June 1925 of such area or areas from among the 19 areas specified as might have been selected by them for operations thereon; after which all rights of the Company under the Concession of the 7th January 1886, or the new Agreement, were to lapse as regards any area which was not then comprised in either one or other of the existing leases of the Singareni Coal Field and the Raichur Doab Gold Field, or in such of the areas as might have been notified to the Nizam's Government by the Company under the terms of the new Agreement.

In November 1920 the Hyderabad (Deccan) Company, Ltd., which is incorporated in England, sold the Singareni Collieries and its right, under the Concession dated the 7th January 1886, to a lease of the Kothagudium Coal fields, to a new Indian Company called the Singareni Collieries Company, Ltd., which is registered in Hyderabad (Deccan). A Deed of Covenant, the terms of which were approved by the Government of India, was entered into by His Exalted Highness the Nizam's Government and the Singareni Collieries Company, Ltd.

On the 22nd November 1923 the Nizam's Government, with the approval of the Government of India, granted a three years Prospecting License to Sir Fazulbhoy Currimbhoy of Bombay for coal and iron over the districts of Asafabad, Karimnagar and Warangal. This was to be extended to 5 years in the event of the working during the first three years being found satisfactory.

In March 1924, the Government of India ruled that, as the main features of their policy in regard to the grant of mining concessions in Indian States had been incorporated in the rules for the grant of prospecting licenses and mining leases in the Hyderabad State, and as the revised rules which the Nizam's Government proposed to issue would accord with the principles which had been approved by the Government of India, there was no need for His Exalted Highness' Government to make a reference to them before granting prospecting licenses and mining leases to their subjects, or to British Indian subjects of high standing and good repute. This applies also to the transfer of licenses and leases to such persons.

Salar Jang II resigned in April 1887, and in July the Nizam, with the concurrence of the Government of India, appointed Nawab Bashir-ud-Daula as Minister. During the interval between April and July 1887 the business of the State was conducted by the Nizam himself with the help of Colonel C. H. T. Marshall, of the Punjab Commission.

Salar Jang II died on the 7th July 1889, leaving a son, Mir Yusuf Ali Khan, who holds the title of Nawab Salar Jang. Nawab Munir-ul-Mulk, the second and only surviving son of Salar Jang I, died without issue on the 26th January 1890.

Sir Asman Jah (Nawab Bashir-ud-Daula) was relieved of his duties as Minister on the 15th November 1893 and died on the 16th July 1896. He was succeeded by Nawab Vikar-ul-Umra Ikbal-ud-Daula, who held office until August 1901 and died in 1902. He was succeeded by Maharaja Peshkar Kishen Pershad. The Nizam took the opportunity of this change of Ministers to ask for the assistance of a Financial Adviser to assist in the reform of the State finances, which for some time had been in an unsatisfactory condition: and this request was granted by the Government of India, who deputed an officer for the purpose.

In August 1887, when the Russian policy appeared to be one of steady advance towards India, the Nizam offered a contribution of Rs. 20,00,000 annually for three years for the purpose of Indian frontier defences, as a public expression of loyalty against foreign aggression. This offer being followed by many others from various Chiefs, practically formed the seed from which sprang the idea of the Imperial Service Troops; and in November 1892, after the scheme had been matured, the Nizam issued orders for the selection and equipment of 800 cavalry from his existing forces with a view to their being trained for Imperial Service. In December 1900 an Agreement (No. XXXIII) was made with the Nizam for the effective control and discipline of the Imperial Service Troops maintained by the State when serving beyond its frontier, and in 1902 two regiments of Imperial Service Cavalry were organised.

On the 16th March 1897, with the consent of the Government of India, the Nizam's Government entered into an Agreement (No. XXXII) with the Nizam's Guaranteed State Railways Company, Limited, by which the company was to construct, on certain conditions, a railway from Hyderabad to Manmad Junction, called the Hyderabad-Godavari Valley line.

In connection with this agreement the Government of India conveyed their approval to a formal agreement between the Railway Company and the Nizam's Government, whereby the Nizam's Government were released from the obligation imposed by the Agreement of 1883 (No. XXVIII) to make the Chanda line. This, it was to be understood, left the Government of India, the Government of the Nizam, and the Railway Company as free in the matter of making or not making the Chanda line as if the agreement of 1883 had never been made. Subsequently, in 1905, when the question of the construction of a line from Warora to Warangal *viâ* Chanda arose, it was decided that clause 45 of the Agreement of 1883 still gave the Nizam's Guaranteed State Railways Company, Limited, the right to make and construct the portion of the line lying

within the Nizam's dominions, but that this right did not extend to the section which fell within the Berars. This line (Kazipet-Belharshah) was completed in 1928.

Full jurisdiction has been ceded (No. XXXIV) by the Nizam to the British Government over the lands in Hyderabad territory which are occupied or may hereafter be occupied by the Nizam's Guaranteed State Railways (including the Hyderabad-Godavari Valley and the Purna-Hingoli Branch), the Great Indian Peninsula Railway, the Dhond-Manmad Railway, the Barsi Light Railway, the Madras Railway (now the Madras and Southern Mahratta), the Southern Mahratta Railway (now the Madras and Southern Mahratta) and the Secunderabad-Gadwal Railway, including lands taken up for stations, outbuildings and for any other railway purposes.

An Agreement (No. XXXVI) dated the 21st April 1909, was executed between the Nizam's Government and the Barsi Light Railway Company, Limited, for the extension of the Barsi Light Railway from Tadwala in British territory to Latur in Hyderabad State territory, the Nizam's Guaranteed State Railways Company waiving, in favour of the Barsi Light Railway Company, its preferential right to construct and work the section of the line within the Nizam's Dominions, by a supplementary Agreement (No. XXXVII) with that Company, dated the 4th May 1909.

An Agreement (No. XXXVIII) dated the 1st March 1910 was executed between the Nizam's Government and the Nizam's Guaranteed State Railways Company, Limited, for the working of the Purna-Hingoli Branch Railway, and this agreement was revised, having effect from 1st April 1917 and executed on the 1st March 1920. (No. XL).

In 1899 Mir Mahbub Ali Khan fixed his civil list at fifty lakhs of H. S. Rupees per annum.

In June 1902 the Government of India gave their consent to an arrangement made between the Bombay and Hyderabad Governments for the equal division of the net yearly income received from the ferry across the Godavari river, near the village of Kaigaon in the Aurangabad district.

On the 5th November 1902 an Agreement (No. XXXV) was executed by the Nizam's Government by which the Hyderabad Assigned Districts were leased to the British Government in perpetuity, in consideration of the payment to the Nizam by the British Government of a fixed and perpetual rental of Rs. 25 lakhs per annum, the Nizam's sovereignty being recognised by hoisting his flag and firing a salute annually on his birthday. By this agreement, which was approved and confirmed by the Governor-General in Council on the 16th December 1902, the British Government, while retaining the full and exclusive jurisdiction and

authority in the Hyderabad Assigned Districts, which they enjoy under the treaties of 1853 and 1860, were empowered, notwithstanding anything to the contrary contained in those treaties, to administer the Hyderabad Assigned Districts in such manner as they may deem desirable, and to redistribute, reduce, organise, and control the forces composing the Hyderabad Contingent, due provision being made, as stipulated by Article III of the treaty of 1853, for the protection of the Nizam's dominions.

The administration of Berar has been entrusted to the Governor of the Central Provinces, and the Hyderabad Contingent has ceased to exist, the artillery having been disbanded and the cavalry and infantry absorbed in the regular army. Mir Mahbub Ali Khan, when consenting to the agreement, pledged himself to reduce his irregular forces to 12,000. This reduction has been effected. The above agreement did not affect the provisions of Article VI of the treaty of 1860 in regard to the payment of the chouth allowances and pensions. It was further stipulated that, should the number of stations occupied by the Hyderabad Contingent be reduced at any time, the lands hitherto occupied by the troops in the abandoned stations, and all free *ramnahs* therein, should revert to the Nizam, subject to the reservation of all private rights in such lands.

In 1903 an arrangement was made between the Hyderabad State and the States of Banganapalle, Cochin, Pudukkottai, Sandur and Travancore for the mutual waiving of claims on account of expenditure incurred in connection with the subsistence and transit of accused persons and of cattle surrendered by one State to another.

On the 15th August 1904 the Hyderabad Branch of the Thagi and Dakaiti Department was transferred to the Nizam's Government for incorporation with the State Police, the Government of India reserving the right of reverting to existing arrangements if the result of the change should, after due trial, prove unsatisfactory. The appointment of the Deputy Director General of Police, C.I.D., has since been held by British Officers whose services have been lent for the purpose.

On the 8th October 1904, the Nizam's Government delegated to the Government of India full criminal and police jurisdiction including sanitary jurisdiction in the following eleven jagir and other villages within Secunderabad Cantonment limits, *viz.*, Pedda Tokatta, Chinna Tokatta, Sitarampur, Kakaguda, Maredpalli, Chakliguda, Tawaipura, Sikh village, Balamrai, Rasulpur and Trimulgherry village. Later on the 14th September 1905, the Nizam's Government delegated similar jurisdiction to the Government of India in respect of two other villages, *viz.*, Basareddiguda and Lalapet. Civil (Judicial), Ecclesiastical and Revenue jurisdiction in these thirteen villages has been retained by the Nizam's Government.

A mutual arrangement exists between the Government of India and His Exalted Highness the Nizam's Government for the reciprocal realisation of State Demands and the execution of Civil Decrees arising in Berar and in the following administered areas in the Hyderabad State: the Cantonments of Secunderabad and Aurangabad, the Hyderabad Residency Bazars and the Railway lands in the Hyderabad State.

In 1911 the Extradition Treaty of 1867, as modified by the supplementary Agreement of 1887, was further modified by an Agreement (No. XXXIX) which was executed on the 29th November 1910 and which altered the procedure prescribed in the Treaty of 1887 by providing for the unrestricted extradition of offenders from Berar to British India and *vice versâ*.

In 1911, with the approval of the Government of India, an arrangement was entered into by which the Nizam's Government themselves manufacture and supply gratis, the following stamps for use in the Administered Areas in the Hyderabad State:—

1. Court fee Adhesive labels.
2. Hundi Stamp papers.
3. Foreign Bill Stamps.
4. Impressed labels.
5. General Stamp paper.
6. Impressed Court fee Stamp paper.
7. Copying fee paper.

The Abkari administration of the Administered Areas in the Hyderabad State is in the hands of the Nizam's Government.

Mir Mahbub Ali Khan died on the 29th August 1911 and was succeeded by his eldest son Mir Usman Ali Khan, born on the 6th April 1886. Mir Mahbub Ali Khan left two other sons by different mothers, *viz.*, Mir Ahmad Mohi-ud-din Ali Khan (Salabat Jah) and Mir Muhammad Mohi-ud-din Ali Khan (Basalat Jah), both born in 1907.

Mir Usman Ali Khan has (1928) ten sons, the first two of whom are Mir Himayat Ali Khan (Azam Jah), born on the 21st February 1907, who is the heir apparent, and Mir Shujaat Ali Khan (Muazzam Jah), born on the 21st December 1907. They are both sons of the Nizam's principal wife, the Padsha Begam Sahiba.

Maharaja Sir Kishen Pershad resigned his appointment as Minister on the 11th July 1912, and was succeeded by Nawab Salar Jang Bahadur, who in turn vacated the post in November 1914. From that time Mir Usman Ali Khan acted as his own Minister till the 21st November 1919, when he inaugurated an Executive Council of 8 members with Sir Sayyid Ali Imam as President. He resigned in September 1922 and

Nawab Sir Faridoon Mulk Bahadur was appointed to officiate, but was relieved, owing to ill health, in April 1924. He was succeeded by Nawab Wali-ud-Daula who held office until November 1925, when he was succeeded by Maharaja Peshkar Sir Kishen Pershad Bahadur.

In 1912 the Godaveri boundary dispute, which formed the subject of arbitration between the Madras and the Nizam's Governments, was settled. By the decision of the Court of Arbitration, the middle line of the deep stream of the Godaveri was fixed as the political boundary between the Madras Presidency and the Hyderabad State, subject to the then existing settlements which were to remain undisturbed.

The dispute between the Government of Madras and the Nizam's Government regarding the allocation of the waters of the Tungabhadra river at certain places and in regard to the Muniyeru river was settled in 1915 at a conference between the representatives of the Madras Government and of the Hyderabad State.

During the Great War the 1st Hyderabad Imperial Service Lancers left Hyderabad for service overseas in September 1914 and returned to Hyderabad in April 1920.

The Nizam's Government contributed Rs. 1,53,00,000 towards the maintenance on active service from September 1914 to December 1918 of one regiment of the Hyderabad Imperial Service Lancers and the 20th Deccan Horse (now styled the 9th Royal Deccan Horse), an old Hyderabad Contingent regiment. The State also subscribed Rs. 1,64,00,000 to the War Loans, and gave valuable assistance to the Government of India during the war. The Nizam subscribed Rs. 6,39,000 to various relief funds, in addition to donations to His Majesty's Government and to objects in England connected with the war amounting to £225,800.

The recent change in the designation of the Imperial Service Troops in other parts of India does not apply in the case of the Hyderabad Imperial Service Lancers who still retain their original designation at the wish of the present Nizam, Mir Usman Ali Khan.

On the 1st January 1918 the Nizam was granted the special title of His Exalted Highness as a hereditary distinction: and, in a letter dated the 24th January 1918, the King-Emperor was pleased to confirm to him formally the honourable title of Faithful Ally of the British Government.

In October 1923 the Nizam submitted a memorandum re-opening the question of the retrocession of the Berars and a long correspondence with the Government of India followed, with the result that the claim was finally disallowed in March 1926. The correspondence was published in the *Gazette of India*.

In 1927 the Nizam ceded (No. XLI) to the British Government full jurisdiction over the lands in the State which were, or might thereafter be, occupied by the Kasipett-Belarshah and Gudwal-Kurnool Railways.

Exclusive of the Imperial Service Cavalry, 1,088 in number, the regular combatant military forces of the Hyderabad State consist (1926) of 951 Cavalry, 4,446 Infantry, 335 Artillery men with 14 serviceable guns of obsolete pattern. In addition, there are 11,214 irregular combatant troops of all kinds with 7 unserviceable guns and 13,836 armed police. Besides these there are considerable numbers of irregulars belonging to the Nizam's Crown Estates and to the Paigah nobles of the Shams-ul-Umara family.

The area of the Nizam's Dominions, exclusive of the Assigned Districts, is 82,698 square miles, and the population, as ascertained at the Census of 1921, is 12,471,770. The State Revenue, excluding the private estates of the Nizam (Sarf-i-Khas) and his Nobles and Jagirdars, amounts to about six and a half crores of rupees.

The Raja of Gadwal is a feudatory of the Nizam and pays an annual tribute of Rs. 1,15,000. The late Chief, Raja Sitaram Bhopal Balwant, died on the 12th May 1924, leaving a widow and two minor daughters. Under the Nizam's orders, the Samasthan was placed under the Hyderabad Court of Wards. On the 19th February 1928 the Nizam issued a *farman* recognising Rani Adi Lakshmi Devamma, widow of Raja Sitaram Bhopal Bulwant, as the heir and successor of the Gadwal Samasthan, and directing the Samasthan to be handed over to her subject to certain conditions which will be reconsidered after five years. The Samasthan was made over to her on the 4th April 1928. The Rani was also to be permitted to adopt as her heir one of the sons of her daughters, or a relative. The Rani's eldest daughter is the wife of the Raja of Domakonda's eldest son, and a son was born to her on the 21st May 1928.

No. I.

TREATY with the NIZAM—1759.

A COPY of REQUESTS made by COLONEL FORDE to NAWAB SALABUT JUNG, and his compliance thereto, in his own hand.

The whole of the Circar of Masulipatam, with eight districts, as well as the Circar of Nizampatam, and the districts of Condavir and Wacalmanuer, shall be given to the English Company as an enam (or free gift), and the Sunnuds granted to them in the same manner as was done to the French.

The Nawab Salabut Jung will oblige the French troops which are in his country to pass the river Ganges within fifteen days; or send them to Pondicherry, or to any other place out of the Deccan country, on the other side of the river Kistna; in future he will not suffer them to have a settlement in this country, on any account whatsoever, nor keep them in his service, nor assist them, nor call them to his assistance.

The Nawab will not demand or call Gauzepetty Rauze to an account for what he has collected out of the Circars belonging to the French, nor for the computation of the revenues of his own country, in the present year; but let him remain peaceable in it in future, and according to the computation of the revenues of his country before the time of the French, agreeable to the custom of his grandfather and father, and as was then paid to the Circar, so he will now act, and pay accordingly to the Circar, and if he (the Raja) does not agree to it, then the Nawab may do what he pleases. In all cases the Nawab will not assist the enemies of the English nor give them protection.

The English Company, on their part, will not assist the Nawab's enemies nor give them protection.

Dated Moon Ramadan, the 16th Hegira, 1172, which is the 14th of May 1759.

I swear by God and his Prophet, and upon the holy Alcoran, that I with pleasure agree to the requests specified in this paper, and shall not deviate from it even an hair's breadth.

FIRMAUN from the MOGUL for the NORTHERN CIRCARS—1765.

In these happy times, our Firmaun, full of splendor and worthy of obedience is descended, purporting, that whereas Salabut Jung Bahadoor, Soubadar of the Deccan, conferred the Circar of Siccacole, etc., on the French Company, and that in consequence of its not being confirmed by us, either by Firmaun or otherwise, the high, mighty, glorious Chiefs of the Khans, chosen of the Omrahs, Sepoy Sirdars, truly faithful, worthy of receiving favours and obligations, our invariable and never-failing friends and well-wishers, the English Company (having sent a large force for that purpose) did expel the French therefrom; we, therefore, in consideration of the fidelity and good wishes of the above high, mighty, etc., etc., English Company, have, from our throne, the basis of the world, given them the aforementioned Circars, by way of enam or free gift (without the least participation of any person whatever in the same), from the beginning of the Fussul of

Tuccancooul, in the year of Phasely 1172, equal to the month of April 1762; it is incumbent, therefore, on you, our sons, Omrahs, Viziers, Governors, Mootsuddees, for the affairs of our Dewanship, Mootecophils, for those of our kingdom, jaghiredars, and karorees, both now and hereafter, for ever and ever, to use your endeavours in the strengthening and carrying into execution this our most high command, and to cede and give up to the abovementioned English Company, their heirs and descendants, for ever and ever, the aforesaid Circars, and esteeming them likewise free, exempt, and safe from all displacing or removal, by no means whatever either molest or trouble them on account of the Dewan's office or those of our Imperial Court.

Looking upon this high Firmaun as an absolute and positive order, obey it implicitly.

Dated the 24th of the moon Sophar, in the sixth year of our reign, equal to the 12th of August, 1765.

FORMS made use of on the back of the FIRMAUN.

From the Secretary setting forth that His Majesty had been pleased to sign a petition (supposed to be from the Company) of the same date as the Firmaun, directing that whereas Salabut Jung Bahadoor, Soubadar of the Deccan, conferred the Circar of Siccacole, etc., on the French Company, and that in consequence of its not being confirmed by His Majesty, either by Firmaun or otherwise, the high, mighty, etc., etc., English (having sent a large force for that purpose) did expel the said French therefrom; His Majesty therefore, in consideration of the fidelity of the aforesaid English Company, has given them (without the participation of any person whatever in the same) the above-mentioned Circars by way of enam or free gift.

Then follow two orders from the Mogul; the first supposed to be in his own hand, addressed to his son, Mirza Mahomed Akbur Shah Bahadoor, telling him to comply with the contents of this Firmaun; the other directing that the English Company be under his son's command or in his Ressaula.

The whole attested, under Kazzi Inauyet Khan's seal to be a true copy from the original.

No. II.

TREATY with the NIZAM, 1766.

A TREATY of PERPETUAL HONOUR, FAVOUR, ALLIANCE, and ATTACHMENT, between the GREAT NAWAB, high in station, famous as the sun, NAWAB AUSUPH JAH NIZAM-OOL-MOOLK NIZAMUD-DOWLAH MEER NIZAM ALLY KHAN BAHADOOR PHUTTA JUNG SEPOY SIRDAR, and the HONOURABLE ENGLISH EAST INDIA COMPANY: signed, sealed, and ratified, on the one part, by HIS HIGHNESS the said NAWAB; and on the other by JOHN CALLIAUD, ESQ., BRIGADIER GENERAL, invested with full powers, on behalf of the said COMPANY. Done at Hyderabad, the 9th of the Moon Gemaoe-dussuny, in the year of Hegira 1180, equal to the 12th of November 1766.

ARTICLE 1.

The two contracting parties do, by virtue of this Treaty of honour, favour, alliance, and friendship, solemnly engage a mutual assistance to esteem the enemies of one the enemies of both, and contrarywise, the friends of one the friends of the other.

ARTICLE 2.

The Honourable English East India Company, in return for the gracious favours received from His Highness, consisting of Sunnuds for the five Circars of Ellour, Siccacole, Rajahmundry, Moostafurnugger and Moortizanugger, expressing the free gift thereof on them and their heirs, for ever and ever, do hereby promise and engage to have a body of their troops ready to settle the affairs of His Highness's government in everything that is right and proper whenever required; provided that they be at liberty to withdraw the whole, or such part thereof as they shall judge proper, whenever either the safety of their own settlements and possessions, or the peace and tranquillity of the Carnatic, be the least endangered: in case of falling out of which circumstances (which God forbid) they do promise and engage to give the most timely notice thereof to His Highness in their power.

ARTICLE 3.

The Honourable English East India Company do further engage and promise, that in whatever year the assistance of their troops shall not be required, they will pay to His Highness, as a consideration for the free gift of the above-mentioned five Circars, for ever and ever, the following sums, by kists, as specified in the 8th Article of this Treaty, *viz.*, for the three Circars of Rajahmundry, Ellour and Moostafurnugger, five lakhs of Rupees; and for those of Siccacole and Moortizanugger, as soon as they are in their hands, and the settling the same is well effected, two lakhs each; in all nine lakhs of Rupees per annum.

ARTICLE 4.

The reduction of the Siccacole Circar, by the blessing of God, the Company will effect as soon as possible; but that of Moortizanugger, in consideration of His Highness having, by former agreements, given it to his brother Bazalut Jung as a jaghire, the Honourable English East India Company do promise and engage not to take possession of until it be His Highness's pleasure, or until the demise of his said brother; but to prevent all future disputes and difficulties that may hereafter arise concerning the same, the aforesaid Company do further explain their intentions in the following Article:—

ARTICLE 5.

As the Circar of Moortizanugger borders on that of Nizampatam and the country of the Carnatic, which by virtue of the former and present Treaties and alliances, the aforesaid Company are bound to maintain and protect in all its extent. therefore in case the said Bazalut Jung, his Agents or dependents, should cause any disturbances to the prejudice thereof, it is hereby agreed on by both parties that

the aforesaid Company shall then have it in their power to take immediate possession of that Circar.

ARTICLE 6.

As, by the tenor of the second Article of this Treaty, the aforesaid Company have engaged to furnish a body of troops to be ready to march to the assistance of His Highness, it is agreed on by both parties that the expenses thereof shall be paid in the following manner, to wit, of the expense of the number of troops His Highness may require should fall short of the sum of the five lakhs of Rupees mentioned to be paid for the three Circars of Rajahmundry, Ellour, and Moostafurnugger, the Company will account to His Highness for what balance may remain due; and in case of its exceeding the above-mentioned sum, the aforesaid Company do hereby engage themselves to be answerable for the payment of the remainder. The same agreement, in like manner, to hold good for the sums stipulated to be paid for the two Circars of Siccacole and Moortizanugger, when settled.

ARTICLE 7.

In consideration of the fidelity, attachment, and services of the aforesaid Company, and the dependence His Highness has upon them, His said Highness, out of his great favour, does hereby entirely acquit the above-mentioned Circars of all arrears and demands, down to the present date of these writings.

ARTICLE 8.

In case the assistance of the Honourable Company's troops is not required, the annual stipulated sum, expressed in the third Article of this Treaty, the aforesaid Company do engage to pay in three kists, after the following manner, and to give Soucar security for the same, *viz.*, the first payment the 31st of March; the second the 30th of June; and the third the 31st of October.

ARTICLE 9.

Whenever His Highness goes into winter-quarters, and the troops of the other Sirdars have leave for that purpose, those of the aforesaid Company shall have leave also to depart to their own country.

ARTICLE 10.

His Highness engages to give as early notice as possible, not less than three months, of the service in which he will require the assistance of the troops of the aforesaid Company, that they may have timely notice to make the necessary preparations, and that the number of troops sent may be sufficient for the service required of them, of which the aforesaid Company are to be left the entire and sole judges; and as the success of all expeditions depends much upon secrecy in council, both parties do hereby engage themselves not to reveal any such designs as they may communicate to each other until everything on both sides is ready for execution.

ARTICLE 11.

The Honourable English East India Company, in consideration of the diamond mines, with the villages appertaining thereto, having been always dependent upon His Highness's government, do hereby agree that the same shall remain in his possession now also.

ARTICLE 12.

His Highness, in order to convince the whole world of the great confidence and trust he reposes in the English nation, agrees and consents that the fort of Condapillee shall be entirely garrisoned by the troops of the aforesaid Company; in consideration of which the aforesaid Company do hereby agree and consent likewise that there be a killadar therein on the part of His Highness, and that the usual jaghire annexed to the killadarry shall be ceded to him.

ARTICLE 13.

In virtue of this Treaty of mutual favour, alliance, and friendship, between the two contracting parties, His Highness promises and engages to assist the aforesaid Company with his troops when required; reserving to himself the same liberty of withdrawing the whole, or any part thereof, in the same manner as is expressed, for the aforesaid Company, in the second Article of this Treaty, whenever the same shall become necessary.

ARTICLE 14.

In virtue of the above Treaty of favor, alliance, and friendship, both parties do mutually and solemnly engage to the punctual and strict observance of all and every one of the above-mentioned Articles, that from this time all doubts and suspicions shall cease between them, and in their room a perpetual, just, and sincere confidence be established, so that the great affairs of the Deccan government, and the business of the Company may increase every day in honour, riches, and happiness, from generation to generation.

In confirmation of which, His Highness, on the one part, and John Calliaud, Esquire, Brigadier General, invested with full powers from the English Company, on the other, have hereunto affixed their hands and seals.

Dated in Hyderabad the 9th of the moon Gemace-dussuny, in the year of the Hegira 1180, equal to the 12th of November 1766.

TRANSLATION of a SUNNUD, under the seal of NIZAM ALLY KHAN for the five Circars.

Be it known to the deesmookees, deespondees, muccuddems, husbandmen, and inhabitants of the Circars of Rajahmundry, Ellour, Moostafurnuggur, Siccacole and Moortizanuggur, belonging to the Soubaship of Hyderabad, that out of our great favor and goodness, from the 9th of the moon Gemace-dussuny, in the year of Phasely 1176, equal to the 12th of November 1766, the whole of the said Circars the jaghire of the Moostafurnuggur *alias* Condapillee fort, and the usual villages

appertaining to the diamond mines excepted) are now given to and conferred upon the European English Company, by way of enam, or free gift, for ever and ever, agreeable to their petition signed by us; in return for which, they the English Company are to pay the annual sum of nine lakhs of Rupees, and to stand to all sebbendy charges and whatever earthly or heavenly mischances may happen: you, therefore our above-mentioned deesmookees, etc., are hereby required, with contented minds, to live in obedience to the above Company's deputies, and to pay the proper revenues at the fixed and stated times.

Looking upon this as a positive order, obey it accordingly.

Dated the 9th of the moon Gemace-dussuny, in the year of the Hegira 1180, equal to the 12th of November 1766.

TRANSLATION of a DISCHARGE, under the seal of NIZAM ALLY KHAN to OMDET-OOL-MOOLK SERAJAH DOWLAH ANNEVERDEEN KHAN BAHADOOR MOONSOOR JUNG, FOUJDAR of the CARNATIC PAYEN GAUT, from the Borders of the PALNAUD COUNTRY to the further extremity of those of the MALAVAR COUNTRY, and to the SONS and HEIRS of the said OMDET-OOL-MOOLK BAHADOOR.

In consideration of the fidelity and attachment the said Omdet-ool-Moolk Bahadoor has promised and engaged to my Court by the means of General Calliaud, and in return for the sum of five lakhs of Rupees (agreeable to the petition hereunto mentioned, countersigned by us) this discharge is now given to him, the said Omdet-ool-Moolk, his sons and heirs, for the whole of the abovementioned countries, as well the past, present, as the future also.

TRANSLATION of the PETITION supposed to be presented by OMDET-OOL-MOOLK BAHADOOR'S VAKEEL.

In consequence of the fidelity and attachment Omdet-ool-Moolk Bahadoor has promised and engaged to Your Highness's Court by the means of General Calliaud, I beg leave to hope that, in return for the sum of five lakhs of Rupees, a discharge for the past, present, and future may be given to him (the said Omdet-ool-Moolk Bahadoor), his sons and heirs, for the Carnatic, from the borders of the Palnaud country to the further extremity of those of the Malavar country.

Dated the 9th of the moon Gemace-dussuny, in the year of the Hegira 1180, equal to the 12th of November 1766.

TRANSLATION of an OBLIGATION given to HIS HIGHNESS NIZAM ALLY, by GENERAL CALLIAUD, on the part of the NAWAB SERAJAH DOWLAH.

Whereas evil-minded people have taken great pains, by false representations and otherwise, to instil doubts and suspicions into His Highness's mind regarding Omdet-ool-Moolk Serajah Dowlah Anneverdeen Khan Bahadoor; in order, therefore, to prevent all causes for the same in future, and strengthen and establish, in

the strongest manner, the alliance, attachment, and fidelity, between His Highness the said Omdet-ool-Moolk Bahadoor and the English Company, I, John Calliaud, Esq., Brigadier-General, do hereby promise and engage, on the part of the said Omdet-ool-Moolk Bahadoor, that he will do nothing prejudicial to the interests of His Highness, or contrary to the friendship and alliance by the means of the said Company now happily established between them, for the true and just performance of which the aforesaid Company do hereby become securities.

Given at Hyderabad, the 11th of the moon Gemace-dussuny, in the year of the Hegira 1180, equal to the 14th of November 1766.

TRANSLATION of an OBLIGATION given to HIS HIGHNESS NIZAM ALLY, by GENERAL CALLIAUD, on the part of the NAWAB SERAJAH DOWLAH.

John Calliaud, Esq., Brigadier-General, do hereby promise and engage, on the part of Omdet-ool-Moolk Serajah Dowlah Bahadoor, that agreeable to the terms which His Highness has done for him, he, the said Omdet-ool-Moolk B hadoor, one month after my arrival at Madras, shall pay into the hands of Soucars, for the use of His said Highness, the sum of five lakhs of Rupees, for the performance of which the Company are hereby made securities.

Dated at Hyderabad, the 11th of the moon Gemace-dussuny, in the year of the Hegira 1180, equal to the 14th of November 1766.

No. III.

TREATY of PERPETUAL FRIENDSHIP and ALLIANCE with the NAWAB of the CARNATIC and the SOUBAH of the DECCAN—1768.

A TREATY of PERPETUAL FRIENDSHIP and ALLIANCE made and concluded at FORT ST. GEORGE, between the HONOURABLE UNITED COMPANY of MERCHANTS of ENGLAND trading to the EAST INDIES, in conjunction with the NAWAB WOLAU JAH OMDET-OOL-MOOLK UMMEER-OOL-HIND SERAJAH DOWLAH ANNEVERDEEN KHAN BAHADOOR MOONSOOR JUNG, SIPPA SIRDAR of the CARNATIC PAYEN GAUT, on the one part, and the GREAT NAWAB high in station, AUSUPH JAH NIZAM-OOL-MOOLK MEER NIZAM ALLY KHAN BAHADOOR PHUTTAH JUNG SIPPA SIRDAR, SOUBAH of the DECCAN, on the other part; by the HONOURABLE CHARLES BOURCHIER, ESQ., PRESIDENT and GOVERNOR of FORT ST. GEORGE, and the COUNCIL thereof, on behalf of the said ENGLISH EAST INDIA COMPANY; the NAWAB WOLAU JAH OMDET-OOL-MOOLK, on behalf of himself, as NAWAB of the CARNATIC; and the NAWAB RECUNOOD-DOWLAH DEWAN, invested with full powers on behalf of the said NAWAB AUSUPH JAH NIZAM-OOL-MOOLK, his heirs and successors, as SOUBAH of the DECCAN. Done on the 23rd day of February in the year 1768 of the Christian era, and on the 4th of the moon Shevaul in the year of the Hegira 1181.

Whereas, on the 12th of November, in the year of the Christian era 1766, or on the 9th of the moon Gemace-dussuny in the year of the Hegira 1180, a Treaty was concluded at Hyderabad by and between General John Calliaud, invested with full powers on behalf of the English East India Company, and the Nawab Ausuph Jah Nizam-ool-Moolk, etc., on behalf of himself, as Soubah of the Deccan with a design to establish an honourable and lasting friendship and alliance between the two contracting powers; and whereas, some misunderstandings have since arisen, which have perverted the intent of the said Treaty, and kindled up the flames of war; now be it known to the whole world, that the beforementioned Nawab Ausuph Jah and the English Company, with the Nawab Wolau Jah, have entered into another Treaty of the strictest friendship and alliance, on the following conditions :—

ARTICLE 1.

The exalted and illustrious Emperor of Hindostan, Shah Alum Padtcha, having out of his gracious favour and in consideration of the attachment and services of the English East India Company, given and granted to them for ever by way of enam, or free gift, the five Circars of Moostafurnugger, Rajamundry, Siccacole, Moortizanugger, or Condavir, by his royal Firmaun, dated the 12th of August 1765, or on the 24th of the moon Suphier, in the 6th year of his reign; and the Nawab Ausuph Jah Nizam-ool-Moolk, as Soubah of the Deccan, having by the second and third Articles of the aforementioned Treaty, ceded and surrendered by Sunnuds, under his hand and seal, to the English East India Company for ever the aforementioned five Circars, it is now further acknowledged and agreed by the said Ausuph Jah Nizam-ool-Moolk, Soubah of the Deccan, that the said Company shall enjoy and hold for ever, as their right and property, the said five Circars, on the terms hereafter mentioned.

ARTICLE 2.

By the aforementioned Treaty of Hyderabad it was stipulated that the Nawab Ausuph Jah having given the Circar of Moortizanugger as a jaghire to his brother the Nawab Ummeer-ool-Omrah, Soujah-ool-Moolk, Bahadoor Bazalut Jung, the Company should not take possession of the said Circar till after the death of Bazalut Jung, or till he broke the friendship with the said Company by raising disturbances in the country of Nizampatam or the Carnatic; and though the Company might justly claim a right to take possession of the said Circar, from the late conduct of Bazalut Jung, yet in consideration of their friendship for Ausuph Jah and his family, and that they may not distress his affairs by obliging him to provide his brother Bazalut Jung with another jaghire, the Company do agree and consent that Bazalut Jung still hold the Circar of Moortizanugger, on the aforesaid conditions, or till it be the pleasure of Ausuph Jah that the Company should take possession thereof; provided that the said Bazalut Jung returns immediately to his own country of Adony, and neither keeps with, nor receives from, Hyder Naique any vakeel or correspondence, but lives in peace and harmony with the English Company and the Nawab Wolau Jah, and gives no protection or assistance

whatever to the said Naique, or any of his people, nor any other enemies of the Company or the Nawab Wolau Jah: but if this Article shall at any time be infringed, the Company shall be at liberty, by virtue of this Treaty, to take possession of and keep the Circar of Moortizanugger in the same manner as the other four, and the Nawab Ausuph Jah engages to assist them therein with his troops, if necessary.

ARTICLE 3.

The fort of Condapille with its jaghire shall for ever hereafter remain in possession of the English Company, and be garrisoned with their troops, under their own officers only, notwithstanding anything to the contrary stipulated in the twelfth Article of the Treaty of Hyderabad.

ARTICLE 4.

Narraindoo, one of the zemindars of the Circar of Siccacole, having lately raised disturbances in the Itchapore country, and refused (as he alleges, in conformity to the Nawab Ausuph Jah's orders) to pay his rents, or obedience to the Company, the Nawab Ausuph Jah agrees, on the signing and exchange of the present Treaty, to write letters not only to Narraindoo but to all the zemindars in the Circars of Ellour, Moostafurnuggur, Rajahmundry, and Siccacole, acquainting them that they are in future to regard the English Company as their sovereign, and to pay their rents and obedience to the said Company or their deputies, without raising any troubles or disturbances. The Nawab Ausuph Jah further agrees that he will not in future encourage, or protect, in raising troubles or disobedience, any zemindars, renters, or servants of the English Company, or the Nawab Wolau Jah, who on their parts engage the same to His Highness Ausuph Jah.

ARTICLE 5.

It has been the constant desire and endeavour of the English Company and the Nawab Wolau Jah to preserve their possessions in peace, and to live on terms of friendship with the Soubah of the Deccan: they still desire to do the same; and though the operations of war have lately obliged the Company to send their troops towards Hyderabad, and to take possession of the Circars of Commamet and Worangole, yet, as a proof of their friendship for the Nawab Ausuph Jah, etc., Soubah of the Deccan, on the signing and exchange of this Treaty, the Company's troops shall be recalled to the fort of Commamet, from whence they shall also return into their own Circars, so soon as the Soubah with his army has crossed the Kistna, leaving the fort of Commamet to the Soubah's deputy. And, as a further proof of the Company's sincere desire to preserve a friendship with the Soubah of the Deccan, they agree to bury in oblivion what is past, and to pay him annually for the space of six years, to be computed from the 1st of Januar 1768, or the 10th of the moon Shibaun, in the year of the Hegira 1181, the sum of two lakhs of Arcot Rupees, at Madras or Masulipatam, that is to say, one lakh on the 31st of March, and also one lakh on the 31st of October, or two lakhs every year, and one lakh more at each of these periods, whenever the Circar of Condavir is put into the

Company's possession. The Company moreover promise, that if they peaceably possess the Circars during the aforesaid term of six years and the Soubah gives them no trouble, they will pay annually, from the 1st of January 1774, the sum of five lakhs, in two equal payments, as before expressed, or of seven lakhs, if Condavir be then in their possession; but in case the Soubah, or the Mahrattas by his instigation, should invade the Circars or Carnatic, or they, or any other power should conquer the Circars from the English Company, the payment of the said sums shall be suspended till peace and the Circars are restored to the Company.

ARTICLE 6.

It was stipulated in the former Treaty made at Hyderabad that the Company and the Soubah should mutually assist each other with their troops when required and their own affairs would permit; but it being apprehended at present that such an agreement may subject both parties to difficulties and that misunderstandings may arise on that account, it is now agreed only that a mutual peace confidence, and friendship shall subsist for ever between the English Company, His Highness Ausuph Jah, and the Nawab Wolau Jah; the enemies of either shall be regarded as the enemies of the other two powers and the friends of either be treated as the friends of all; and in case any troubles should arise, or any enemies invade the countries under the Government of either of the contracting parties, the other two shall give no countenance or assistance to such enemies or invaders. The Company and the Nawab Wolau Jah, willing, however, to show their voluntary attachment to the Soubah, will always be ready to send two battalions of sepoys and six pieces of artillery, manned by Europeans, whenever the Soubah shall requre them and the situation of their affairs will allow of such a body of troops to march into the Deccan, provided the Soubah pays the expense during the time that the said troops are employed in his service.

ARTICLE 7.

The exalted and illustrious Emperor, Shah Allum, having been pleased, out of his great favour and high esteem for the Nawab Wolau Jah, to give and grant to him and his eldest son, Meyen-ool-Moolk Omdet-ool-Omrah, and their heirs for ever the Government of the Carnatic Payen Gaut and the countries dependent thereon, by his royal Firmaun, bearing date the 26th of August 1765, or the 27th of the moon Zuphur, in the sixth year of the said Emperor's reign; and the Nawab Ausuph Jah Nizam-ool-Moolk, etc., having also, out of his affection and regard for the said Nawab Wolau Jah, released him, his son Meyen-ool-Moolk, etc., and their heirs, in succession for ever from all dependence on the Deccan, and given him a full discharge of all demands, past, present, and to come, on the said Carnatic Payen Gaut, by a Sunnud, under his hand and seal, dated the 12th of November 1766; in consideration of the said Nawab Wolau Jah having paid the Soubah five lakhs of Rupees, it is now agreed and acknowledged by the said Ausuph Jah Nizam-ool-Moolk that the said Nawab Wolau Jah, and after him his son Meyen-ool-Moolk and theirs in succession, shall enjoy for ever as an ultumgah, or free

gift, the government of the Carnatic Payen Gaut, in the fullest and amplest manner, the said Nawab Ausuph Jah promising and engaging not to hold or keep up any kind of correspondence with any person or persons in the said Carnatic Payen Gaut or in the Circars before and now ceded to the English Company, except the said Nawab Wolau Jah, or the said English Company by the means of their President and Council of Madras, who, on their part, in conjunction with the said Nawab Wolau Jah, engage likewise not to hold or maintain any correspondence with any person or persons in the Deccan, except the Nawab Ausuph Jah, his Dewan, and the securities whose names are hereunto subscribed.

ARTICLE 8.

The Nawab Ausuph Jah, out of his great regard and affection, and from other considerations, having been pleased to grant and confer on the Nawab Wolau Jah, and his eldest son Meyen-ool-Moolk Omdet-ool-Omrah, several Sunnuds, *viz.*—

An ultumgah Sunnud for the whole of the Carnatic.

An ultumgah Sunnud for the whole of the pergunnah of Imungundela, with the Gudda of Ghunpoora.

An ultumgah Sunnud for the whole of the villages of Cathasera, etc.

An ultumgah Sunnud for the killedary of the fort of Colaur.

An ultumgah Sunnud for the whole of the district of Sonedaupe; and a full and ample Sunnud, containing a discharge for all demands, past, present, and future on account of the Carnatic, etc.

It is hereby agreed that all and every one of these Sunnuds shall be regarded equally binding with any other Article of the Treaty, and be as duly observed by the Nawab Ausuph Jah as if entered here at full length.

ARTICLE 9.

Hyder Naique having for some years past usurped the government of the Monsore country, and given great disturbances to his neighbours by attacking and taking from many of them their possessions, and having so lately invaded and laid waste with fire and sword the possessions of the English Company and the Nawab Wolau Jah in the Carnatic, it is certainly necessary for their peace and for the general benefit of all the neighbouring powers, that the said Naique should be punished and reduced, so that he may not hereafter have the power to give any person further trouble: to this end, the Nawab Ausuph Jah hereby declares and makes known to all the world that he regards the said Naique as a rebel and usurper, and as such divests him of, and revokes from him, all Sunnuds, honours, and distinctions conferred by himself or any other Soubah of the Deccan, because the said Naique has deceived the Nawab Ausuph Jah, broken his agreement, and rendered himself unworthy of all further countenance and favours.

ARTICLE 10.

That the English Company may hereafter carry on their trade peaceably on this coast of Coromandel, and also on the coast of Malabar, and that they, with

the Nawab Wolau Jah, may hold the Carnatic and their other possessions in peace, it appears necessary that the countries of Carnatic Balagaute, belonging to the soubadarry of Visiapore, now or lately possessed by Hyder Naique, should be under the management and protection of those who will do justice and pay obedience to the high commands from Court: it is therefore agreed by the Nawab Ausuph Jah that he shall relinquish to the English Company all his right to the Dewanny of the said Carnatic Balagaute, belonging to the soubadarry of Visiapore, and that the Company shall present an urzee, or petition, to the royal presence, to obtain from the Emperor Shah Allum a Firmaun, confirming and approving their right thereto. But that the Nawab Ausuph Jah, as Soubah of the Deccan, may not lose his dignity or the revenue arising from the said countries, the English Company agree to pay him annually, out of the Dewanny collection, from the time they are in possession thereof, the sum of seven lakhs of Arcot Rupees, including Durbar charges, being the sum annually paid heretofore, in two equal payments, at the space of six months from each other, provided the said Ausuph Jah, Soubah of Deccan, assists the said Company and the Nawab Wolau Jah in punishing Hyder Naique, and neither receives from, or sends either vakeels or letters to, him.

ARTICLE 11.

As the English Company do not intend to deprive the Mahrattas of their chout, any more than the Soubah of his peshcush, which used to be paid from the Carnatic Balagaute, belonging to the soubadarry of Visiapore, now or lately possessed by Hyder Naique, it is hereby agreed, and the Company willingly promise to pay the Mahrattas regularly and annually without trouble for the whole chout, as settled in former times, from the time the said countries shall be under the Company's protection as Dewan; provided, however, that the Mahrattas guarantee to the Company the peaceable possession of the said Dewanny: to this end, the Nawab Ausuph Jah promises to use his best endeavours, jointly with the English and the Nawab Wolau Jah, to settle with the Mahrattas concerning the chout of the said countries, how and where it is to be paid, so that there may be no disturbances hereafter on that account between any of the contracting parties or the Mahrattas.

ARTICLE 12.

All the foregoing Articles are sincerely agreed to by the subscribing parties, who resolve faithfully to execute and abide by the same, so that a firm and lasting friendship may mutually subsist between them: and while such an alliance subsists, what power will dare to disturb the possessions of either party? The English Company and the Nawab Wolau Jah will endeavour on all occasions to show their friendship and attachment to the Nawab Ausuph Jah Nizam-ool-Moolk as Soubah of the Deccan, and look on the support of that government as the support of their own; in short, there will be no manner of difference in interest between them.

In witness and confirmation of all the above Articles, and every part of the aforegoing Treaty, we, whose names are under written have interchangeably subscribed to and sealed three instruments, of the same tenor and date, *viz.*, the President and Council of Fort St. George, on behalf of the English East India Company, at that place, this 26th day of February, in the year of the Christian era, 1768; the Nawab Ausuph Jah, Soubah of the Deccan, at his Camp, near Pillore, on the 22nd day of the moon Shevaul in the year of the Hegira 1181; and the Nawab Wolau Jah, for himself, at Fort St. George, the 7th day of the moon Shevaul, in the 1181st year of the Hegira.

CHARLES BOURCHIER.

SAMUEL ARDLEY.

JOHN CALL.

GEORGE STRATTON.

GEORGE DAWSON.

JAMES BOURCHIER.

GEORGE MACKEY.

N.B.—The names of the contracting parties were transposed in the parts kept by each of them, and each took the precedence by turn.

The above contracting parties, to wit, the President and Council of Fort St. George, on behalf of the English East India Company; the great Nawab, high in station, Ausuph Jah, Soubah of the Deccan; and the Nawab Wolau Jah, Soubah of Mahomedpoor; having duly considered and voluntarily entered into the above Articles, which they have respectively signed and sealed in our presence, we, whose names are hereunto subscribed, do solemnly promise and engage, under our hands and seal, that we will guarantee to the said English Company and the Nawab Wolau Jah the due and just observance of the above Treaty on the part of the Nawab Ausuph Jah.

I take God to witness that of my own free will I am security.

The Seal of Ruccun-ud-Dowlah.

I swear by Vencataah and Bail Bahadoor that of my own free will and consent I am security.

The Seal of Ram Chunder Rauze.

I swear by Sactasha and Bail Bahadoor that I am truly and sincerely security.

The Seal of Beer Bahadoor.

I swear by Vencatash and Bail Bahadoor that of my own free will and consent, I, Dundaveram, Vakeel to Mahaudavarow, Pundit Predane, am security on the part of the said Mahaudavarow.

The Seal of Dundaveram.

N.B.—The foregoing guarantee agreement was signed and executed by the guarantees subscribing the same, and annexed to the parts of the Treaty delivered to the Company and the Nawab; and to the part delivered to Nizam Ally Khan, the following guarantee or agreement was fixed, viz.—

The above contracting parties, to wit, the great Nawab, high in station, Ausuph Jah, Soubah of the Deccan; the Nawab Wolau Jah, of Mahomedpoor; and the President and Council of Fort St. George, on behalf of the English East India Company; having duly considered and voluntarily entered into the above Articles, which the said President and Council, on behalf of the said English East India Company, have signed and sealed in my presence, I, the said Nawab Wolau Jah, whose name is hereunto subscribed, do solemnly promise and engage, under my hand and seal, that I will guarantee to the said Nawab Ausuph Jah the due and just observance of the above Treaty on the part of the said English East India Company.

The Nawab's Seal.

And we, the said President and Council of Fort St. George, on behalf of the said English East India Company, do solemnly promise and engage, under our hands, that we will guarantee to the said Nawab Ausuph Jah the due and just observance of the above Treaty on the part of the said Nawab Wolau Jah.

Charles Bourchier

Samuel Ardley.

John Call.

George Stratton.

George Dawson.

James Bourchier,

George Mackey;

TRANSLATION of a SUNNUD, under the SOUBAH's seal, dated the 22nd of the moon Shevaul, Hegira 1181, equal to the 12th of March 1768.

Be it known to the deesmookees, deespondees, mucouddems, husbandmen, etc., inhabitants of the Rajahmundry, Ellour, Moostafurnugger, Moortizanugger and Siccacole Circars, belonging to the Soubahship of Foakund, Booncaud, Hyderabad, that agreeable to the Firmaun of Shah Allum, Padashaw Gauze, to the English East India Company, and my regard and friendship to them (the said English East India Company), I have again conferred upon them by way of enam, for ever and ever, all and several of the above Circars, whole and entire, together with the fort and jaghire of Condapillee, in consequence of a Treaty of friendship and alliance which has lately been concluded between me, the said Company, and Ummeer-ool-Hinde Wolau Jah Bahadoor, and which was executed, on the part of the said Company, by the Governor and Council of Madras, and on the part of Ummeer-ool-Hinde Wolau Jah Bahadoor, by himself, in the aforesaid place of Madras, the 7th of the moon Moorah, Hegira 1181, equal to the 26th of February 1768; and by me, now in the encampment of my victorious army, near Pillere, this 22nd day of the moon Shevaul, Hegira 1181: you therefore, the whole of the said deesmookees, deespondees, mucouddems, etc., look upon the said English East India Company as your masters, and be in every respect obedient to them, exerting yourselves in the payment to them of the proper revenues of the said Circars at the fixed and stated times.

Look upon this as a positive and absolute order, and obey it accordingly.

Dated as above.

On the back of the Sunnud are the attestations of the Muttasuddees of the offices of Huzoor Mustouphy, and Dewan, and copies thereof have been registered in their books.

TRANSLATION of a SUNNUD, under the SOUBAH's seal, dated the 22nd of the moon Shevaul, Hegira 1181, equal to the 12th of March 1768.

In these times the Dewanny of the Carnatic Balagaute country, belonging to the Soubahship of Daurel Zuphur Viziapore, before or now possessed by Hyder Naique, with the whole of my right and title thereto, has been conferred upon the English East India Company, they, the said English East India Company, engaging, after being in possession thereof, to pay annually into my treasury (Durbar charges included) the sum of seven lakhs of Rupees, nuzzur or peshcush; you, therefore, the zemindars, both high and low, of the said Carnatic Balagaute country, belonging to the said Soubahship, live in due obedience to the said Company, paying them the proper revenues thereof at the fixed and stated times. And whereas Hyder Naique is a rebel and usurper, I have therefore deprived him of all his honours and dignities; you are by no means, therefore, to pay any attention to his deputies or vakeels, but are to stop all correspondence either with him or them.

Look upon this as a positive and strict order.

Dated as above.

On the back of the Sunnud the petition from the Muttasuddees, supposed to be presented, is inserted; and the Muttasuddees of the several offices of Huzoor, Dewan, and Mustouphy, have attested that copies thereof have been registered in their books.

TRANSLATION of a SUNNUD, under the SOUBAH'S seal, dated the 21st of the moon Shevaul, Hegira 1181, equal to the 11th of March 1768.

In these times, agreeable to the high Firmaun of Shah Allum, Padsha Gauze, the Dewanny, Rockshigurry and Meer Autushy of the Carnatic Payen Gaut and Balagaute countries, from the banks of the river Kistna towards Pulnaur to the boundaries of Bombay (including the Malavar country), together with the whole of the forts, jaghiredars, zemindars, pollygars, killadars, enamdars, rozeenedars, etc., belonging thereunto, have been conferred, by way of enam ultumgah, whole and entire, without the participation of any one, upon Omdet-ool-Omrah Meyen-ool-Moolk Assed-ool-Dowlah Hussein Ally Khan Bahadoor Zoolphcaur Jung: you, therefore, our sons, brothers, officers, and Muttasuddees, of the Nizamship of the Deccan, and Mooteeophils of our affairs, both new and old, at present and to come, agreeable to the above Firmaun and this Sunnud, exert yourselves in the strengthening of this business for ever and ever, delivering up the said countries from generation to generation, and esteeming him as exempt and free from all displacing and removal, also acquitted and discharged from the whole of the demands of the Dewanny, etc., give him no trouble or molestation whatever, either for the soubadarry or foujdarry peshcush, or any other charges or expenses.

Look upon this as an order, and by no means act in anything contrary to what is herein expressed, nor require a new Sunnud every year.

TRANSLATION of a SUNNUD under the SOUBAH'S seal, dated the 21st of the moon Shevaul, Hegira 1181, equal to the 11th March 1768.

Be it known to the deesmookees, deespondees, husbandmen, and inhabitants of the district of Sundacope, belonging to the soubahship of Viziapore, that the said district, agreeable to what is desired in the zimir, or back of the Sunnud, has been assigned over as an ultumgah to Siphi-ool-Moolk Unwar-ood-Dowlah Mahomed Unwar Khan Bahadoor Hossein Jung; you will therefore live in true and just obedience to the Amuldar of the said Siphi-ool-Moolk, and pay the proper revenues at the fixed and stated times.

Look upon this as an order, and act agreeable thereto.

TRANSLATION of the ZIMIR, containing a PETITION which is supposed to be presented by the MUTTASUDDEES, and to have been signed by the SOUBAH signifying his consent thereto.

The form of the petition runs thus: the vakeel of Wolau Jah Ummeer-ool-Hinde begs that the district of Sundacope, whole and entire, may be conferred

upon Siphi-ool-Moolk Unwar-ood-Dowlah Mahomed Unwar Khan Bahadoor Hossein Jung by way of ultumgah, and that a Sunnud for the same may be made out and signed by Your Highness; respecting this, we wait your orders.

The Sunnud for the pergunnah of Imunguadala (belonging to the Circar of Chumpoora) to Hossein-ool-Moolk Hemaud-ood-Dowlah Mahomed Abdulla Khan Bahadoor Heyabber Jung runs the same as the former Sunnud, excepting the term *whole* being inserted therein; the date thereof is likewise the same as the other.

TRANSLATION of a SUNNUD, under the seal of the SOUBAH, dated the 21st of the moon Shevaul, Hegira 1181, equal to the 11th of March 1768.

Be it known to the deesmookees, deespondees, husbandmen, and inhabitants of the pergunnah of Hewalee, Hyderabad, etc., Circar of Mahomednuggur, of the soubahship of Hyderabad, that the village of Cutkasera, belonging to the above pergunnah, in the manner as is expressed on the back of this Sunnud, has been assigned over by way of ultumgah to Ummeer-ool-Hinde Wolau Jah in order to defray the expenses of his father's tomb; you will therefore live in perfect and true obedience to the Amuldar of the said Wolau Jah, paying them the proper revenues at the fixed and stated times.

Look upon this as an order, and obey it accordingly.

In the zimir at the back of the Sunnud, containing the supposed petition, the village of Cutkasera, etc., is mentioned.

TRANSLATION of a DISCHARGE, under the SOUBAH'S seal, dated the 21st of the moon Shevaul, Hegira 1181, equal to the 11th of March 1768.

To the high in rank and station, our dear brother Wolau Jah Ummeer-ool-Hinde. From the time that your father Anneverdeen Khan Bahadoor, the Martyr, held from the family of Auseephea the soubahship of the Carnatic, and the Siccacole, Rajahmundry, etc., Circars (belonging to the soubahship of Ferkunde Booncaud, Hyderabad) to the time of his martyrdom, and from thence, during your time, till the present instant and the date of this discharge, all accounts and demands of the Circar have been settled and forgiven, every pice and every cash; and there remains now, under no pretence whatever, either to myself, my children, or brothers, as well for past, present, or future, any demands, either upon you, your children, or heirs, on account of the soubadarry or foujdarry peshoush, or the Dewanny Rockshigurry, Meer Autushy, etc., charges; in proof of which I have written this paper, by way of discharge, that it may hereafter appear.

TRANSLATION of a SUNNUD, under the SOUBAH'S seal, dated the 21st of the moon Shevaul, Hegira 1181, equal to the 11th of March 1768.

In these times the killadarship of the fort of Chunpoora (belonging to the Circar of that name, and dependent upon the soubahship of Hyderabad), together with the jaghire annexed thereto, and the troops belonging thereto exempt from

all chout, agreeable to what is mentioned in the zimir or back of this Sunnud, has been given and conferred by way of ultumgah to Nusseer-ool-Moolk Intzain-ood-Dowlah Mahomed Sullaubut Khan Bahadoor Nusseer Jung, that he, the said Nusseer-ool-Moolk may not deviate in the least in the proper care and attention thereto, either in the furnishing or charging of provisions, or regulating the troops, according to the established custom; you, therefore, the zemindars and deesmookees, esteeming the said Nusseer-ool-Moolk as invested with absolute powers in the killadarship, pay him the proper revenues at the fixed and stated times, and look upon him as entitled to the usual perquisites and advantages of the said fort.

'Esteem this as an order, and obey it accordingly.

On the back of the Sunnud is the petition reciting the contents of the Sunnud.

The Sunnud of the killadarship of the fort of Colaur (belonging to the soubahship of Viziapore) to Muddam-ool-Moolk Roshun-ood-Dowlah Hauphiz Mahomed Munnowur Khan Bahadoor Bahadoor Jung, runs the same as that for the fort of Chunpoora (excepting that the whole of the jaghire is mentioned in this); the date is also the same as the other.

The whole of the Sunnuds are endorsed by the Muttasuddees of the Dewanny Mustouphy and Huzoor offices, and copies of all have been registered in their books.

No. IV.

Treaty of Alliance with Bazalut Jung—1779.

Heads of a Treaty of Friendship and Alliance between the Nawab Ameer-ool-Omrah Shujah-ool-Moolk Bahadoor, and the Governor and Select Committee of Fort St. George, in behalf of the English East India Company—1779.

Article 1.

The English Company agree to rent from the Nawab Shujah-ool-Moolk Bahadoor Circar of Moortizanugger, commonly called Guntoor, clear of sebundy, for whatever he now annually receives from it, as will appear by the accounts of collections of the Aumil now residing there.

Article 2.

We, the English Company, shall always have at heart the good and prosperity of the Nawab Shujah-ool-Moolk. He shall dismiss from his service the French soldiers now with him. We will send him what troops he may want (the quota to be settled hereafter), who will remain with him constantly and obey his instructions They are, however, only to be employed within the districts belonging to him, or for the defence of his country in case of an attack from a foreign enemy; but these troops are on no account to be carried out of his country, or those of the zemindars dependent upon him. If his affairs should at any time require his

going to visit his brother, the Nawab Nizam-ood-Dowlah Bahadoor, their troops shall attend him and be always with him.

ARTICLE 3.

The expenses of their troops shall be regulated by the Company's custom, and the accounts having been signed by the Nawab, shall be paid monthly from the rent of the Guntoor Circar. The remainder of the rent shall be regularly remitted in soucar bills to the Nawab. In case of any improper behaviour or disrespect shown by the commanding officer or any other European officer of our troops, upon representation being made to us by the Nawab, we shall remove such officer and appoint another in his room.

ARTICLE 4.

If the Nawab Shujah-ool-Moolk's territories be invaded by an enemy, we shall besides the troops that are stationed with him, send such a sufficient force as we can spare to his assistance. The ordinary and extra-ordinary expenses of such troops, whatever they may amount to, shall be paid agreeable to the Company's established customs by the Nawab, who will sign the accounts. If any disputes arise between our soldiers and sepoys and the ryots and the servants of the Nawab, punishment shall be inflicted by our officers on our men, agreeable to the English laws and customs. The English officers and their people shall not interfere with the servants and ryots of the Nawab, and shall not protect or countenance them in any shape. In case of any dispute, where the Nawab's people appear to be in the wrong, they shall be delivered up to him for punishment.

ARTICLE 5.

The customary allowances of the zemindars of the Guntoor Circar, amounting annually to five thousand Pagodas, shall continue as before. The fort and jaghire villages of Condavir shall remain under the management of the servants of the Nawab; but a garrison of English troops, as may be deemed necessary for the defence of the fort, shall be stationed with the killadar.

ARTICLE 6.

If the Company shall demand a body of horse from the Nawab, he shall let them have a number according to his abilities; and the said cavalry shall be returned to him, and their expenses paid, as soon as the service for which they shall be required is finished.

These Articles we promise in general to fulfil on our part, until a more full and explicit Treaty can be drawn out which shall be drawn out as soon as possible.

Witness our hands and the seal of the Company, in Fort St. George, the 27th day of April 1779.

SUNNUD FROM BAZALUT JUNG.

Ameer-ool-Omrah,
Shujah-ool-Moolk,
Amud-ood-Dowlah,
Meer Mahomed Serif Khan,
Bahadoor,
Bazalut Jung,
the devoted servant of his
glorious majesty,
Shah Allum
Bahadoor.

To all deesmookees, zemindars, deespondees, and tenants of the Circar of Moortizanugger, commonly called Guntoor, be it written :—

The aforesaid Circar has at this time been given to the glory of merchants, the English Company, at a certain rent, commencing from the beginning of the year of Phaseley 1188.

You are therefore to give your attendance on the Naibs of the aforesaid Company, and punctually pay to them the just revenue due to the Circar (Government). After this a fresh Sunnud, setting forth the rent which is fixed upon, shall be granted, and you are to act agreeable thereto. Let this be punctually observed.

Dated 12th Mohrem, in the 1193rd year of the Hegira.

No. V.

TRANSLATION of the NIZAM'S ORDER to SEYF JUNG for the surrender of the GUNTOOR CIRCAR to the COMPANY, delivered to CAPTAIN KENNAWAY, the Resident, at the Nizam's Darbar, the 18th September 1788.

At this time Captain Kennaway, being come to the presence on the part of Lord Cornwallis, and having made a demand of the Guntoor, is charged with the settlement of affairs between His Highness and the English Company; you are therefore, immediately on receipt of this order, to deliver up the Circar in question to the servants of the Company without opposition, and with your jumma wausil baukee account, your own effects, and whatever is with you belonging to Government, repair to the presence.

No. VI.

COPY of a LETTER from EARL CORNWALLIS to the NIZAM deemed equal to a Treaty, written 7th July 1789.

Your Highness's letter, containing strong expressions of friendship was presented to me by Meer Abul Cossim, and has afforded me the most inexpressible satisfaction. I have perfectly understood all the matters entrusted to the verbal

communication of Meer Abul Cossim, and the sincere and friendly sentiments, which I have discovered Your Highness to be impressed with towards me, have induced me to show the confidence I place in Your Highness's declaration, by candid and explicit conversations with Meer Abul Cossim on subjects of the highest importance; and as they all of them have tendency to strengthen and increase our friendship, I shall communicate without reserve to Your Highness what has occurred to me relative to them.

It was with no small concern I found on my arrival, in charge of the control of all the Company's affairs, that one of the eventual and most essential points of the Treaty of friendship and alliance made in 1768 between Your Highness and the Company, remained unexecuted on both sides, *viz.*, the surrender of the Guntoor Circar to the Company, and the regular discharge of Your Highness's demand for the peshcush from the Company. Anxious, notwithstanding, that by urging the due performance of this Article, I should not intrude on Your Highness while engaged in pursuits of importance, I postponed all negotiations on the subject until I was convinced that Your Highness, uninterrupted by war, had full leisure to consider the propriety of the performance of this Article of the Treaty; and until you might have had sufficient opportunity to put implicit confidence in my assurances for the punctual discharge of the peshcush for the Northern Circars. I then deputed Captain Kennaway to Your Highness's Court, with instructions to make the demand of the Guntoor Circar by virtue of the Treaty of 1768; to assure Your Highness of my firm intention to discharge the balances, upon fair statement, due to Your Highness on account of the peshcush; and to impress you with the sincerity of my intentions for its regular payment hereafter.

I have already expressed my satisfaction at Your Highness's immediate compliance to deliver up the Guntoor Circar to the Company, and have assured Your Highness of my firm intention to persevere in a strict system of faith to engagements; and now, with such a proof of the sincerity of Your Highness's friendship and good faith, I have, from a desire to testify to Your Highness that I am impressed with similar sentiments, entered into a full discussion of every Article with Meer Abul Cossim, in order that such parts of it as are undefined and bear an obscure and doubtful meaning, may be so explained as shall preclude every necessity of future discussion, remove all grounds of misunderstanding, and give stability and permanency to that friendship which now subsists between us.

In adopting this rule of conduct, I do no more than fulfil the intention of the King of England and the British nation, who, by the system lately established for the Governemnt of this country, had in view the important end of giving efficacy to the existing Treaties between the English and the powers of Hindostan, and of securing a due performance thereof in future. This communication, I am persuaded will fully satisfy Your Highness of the propriety of my declining the proposal of Meer Abul Cossim for entering into a new security for the discharge of the peshcush, by mortgaging a portion of the Circars, considering, as I do, the faith of the English nation pledged for the due payment of it.

In proof of the sincerity of my intentions that the Treaty should be carried into full effect, I agree that, in the sixth Article of the Treaty, the words "when-

ever the situation of affairs will allow such a body of troops to march into the Deccan," shall be understood to mean, that the force engaged for by this Article, *viz.*, two battalions of sepoys and six pieces of cannon, manned by Europeans, shall be granted whenever Your Highness shall apply for it, making only one exception, that it is not to be employed against any power in alliance with the Company, *viz.*, Pundit Pirdhun Peishwa, Ragojee Bhoosla, Madajee Sindia, and the other Mahratta Chiefs, the Nawab of Arcot and Nawab Vizier, Rajahs of Tanjore and Travancore. That the battalions at present not defined in number shall not consist of less than eight hundred men each. That the six field pieces shall be manned with the number of Europeans which is usual in time of war. That the expense to be charged to Your Highness shall be no more than the exact sum which it costs the Company to maintain a body of that force when employed on service in the field, and that this expense be as per separate account. That this detachment shall march within two months, or sooner if possible, after it is demanded, and Your Highness shall be charged with the expense of it from the day it enters Your Highness's territories until it quits them on its return to the Company's; with the addition of one month, at the average calculation of the whole amount, in order to defray the charges the Company must necessarily incur to put such a force in a state fit for service.

I have so fully discussed the Articles of the Treaty that relate to the Nawab of Arcot and the Carnatic, on the representation of Meer Abul Cossim, that a mere reference to the Articles themselves will inform Your Highness of the full force of my arguments: and although the long existing friendship between the Nawab and the Company might be urged as further ground for declining the proposal of Meer Abul Cossim, his right to the possession of the Carnatic Payen Gaut is fully established and admitted by the seventh and eighth Articles and papers appertaining to them; there can therefore be no necessity for troubling Your Highness with other reasons.

In regard to the Articles relative to the Dewanny of the Carnatic Ballagaute, Your Highness must be well convinced that circumstances have totally prevented the execution of these Articles, and the Company are in the full enjoyment of peace with all the world; but should it hereafter happen that the Company should obtain possession of the country mentioned in these Articles, with Your Highness's assistance, they will strictly perform the stipulations in favour of Your Highness and the Mahrattas. Your Highness must be well assured that while Treaties of peace and friendship exist with any Chief, negotiations that tend to deprive that Chief of any part of his possessions, unprovoked on his part, must naturally create suspicions in his mind unfavourable to the reputation of Your Highness and to the character of the Company, since the only grounds on which such negotiations could be carried on rest on a Treaty existing upwards of twenty years, the execution of which is yet unclaimed, and since no provocation has hitherto been made to justify a breach in the present peaceable and amicable understanding between each other.

As I am at all times desirous that such circumstances as carry with them impediment and hindrance to good order and government, without bearing the smallest

advantage to either side, should be so changed as to produce the good effects expected from Treaties; and as the affairs of both parties might suffer great injury from being excluded from corresponding with the other powers of the Deccan, I agree that in future either party, without the breach of Treaty, shall be at liberty to receive or send vakeels, to correspond with any powers in the Deccan, in such manner as may be expedient for the benefit of their own affairs, under the condition that the object of such intercourse or correspondence be not hostile to either of the governments.

I have in many instances, as well through Captain Kennaway as to Meer Abul Cossim, and in the first part of this letter, declared my firm intention to execute the Treaty of 1768, and to live in perpetual amity and friendship with Your Highness, and Your Highness will be convinced, from the explanations I have given to those Articles in the Treaty of ambiguous and obscure meaning, that I am earnestly desirous of the adjustment of every matter on grounds fair and liberal. But it is necessary, in consideration of the subjects of conversation with Meer Abul Cossim that I should point out to Your Highness that unless just cause should be given for entering into new Treaties, the laws of my country, the injunctions of the King and Company of England, as well as the faith and honour of the English, prohibit me from entering into any negotiations to make new Treaties; and I have confined my conferences with Meer Abul Cossim to the explanation of that made in 1768, with a view to a more perfect execution of it. On this account I have not judged proper to comply with such requests as have been made by Meer Abul Cossim that in any shape tend to alter the spirit of that Treaty. A further argument to impress Your Highness with the propriety of this determination is the sanction and support of His Majesty and the Company of England of those measures that coincide with their instructions. I have mentioned this circumstance merely to assure Your Highness of the strength of my assertions and the value of my engagements in regard to the Guntoor Circar and the other Articles of the Treaty; and I trust that this clear explanation of the ambiguous Articles of the Treaty will render it effectual, and will afford Your Highness a convincing proof of the Company's determination to adhere to the faith of it.

Although I have not agreed to enter into a new Treaty with Your Highness through Meer Abul Cossim, for the reasons above assigned, yet Your Highness, in consideration of the authority vested in me by the King and Parliament of England, will consider my letter, though merely purporting a clear explanation of the several Articles in the Treaty of 1768, strong and efficient upon the English Government in India, equally so as a Treaty in due form could be, since the Members of the Council have given their cheerful acquiescence to its contents.

For further particulars of my sentiments I beg leave to refer Your Highness to Meer Abul Cossim, whom I have considered during this negotiation as faithfully attached to Your Highness fully acquainted with Your Highness's interests, and your most confidential servant, empowered to settle any agreement for the mutual benefit of the two Governments. I have accordingly communicated to him without reserve all that has occurred to me on the subject of the elucidation of the Treaty of 1768, in the same manner as if Your Highness were present; neverthe-

less, as Your Highness's concurrence and approbation are necessary to give a final sanction to the Articles discussed, I have thought proper to mention them in this letter. For the rest, Your Highness may have the most assured confidence, that I will most faithfully abide by all the engagements I have entered into on the part of the Company.

Extract from the Journals of the House of Commons, 15th Martii, 1792.

Resolved, that it appears that Earl Cornwallis's letter, dated the 7th July 1789, to the Nizam, was meant to have, and has had, the full force of a Treaty executed in due form.

No. VII.

Treaty with the Nizam—1790.

Treaty of Offensive and Defensive Alliance between the Honourable United English East India Company, the Nawab Ausuph Jah Bahadoor, Soubadar of the Deccan, and the Peishwa, Sewoy Madho Rao Narain Pundit Prudhan Bahadoor against Futti Ali Khan, known by the denomination of Tippoo Sultan, settled by Captain John Kennaway on the part of the said Honourable Company, with the said Nawab Ausuph Jah, by virtue of the powers delegated to him by the Right Honourable Charles Earl Cornwallis, K.G., Governor-General in Council, appointed by the Honourable the Court of Directors of the said Honourable Company to direct and control all their affairs in the East Indies.

Article 1.

The friendship subsisting between the three States agreeable to former Treaties shall be increased by this, and between the Honourable Company and His Highness the Nizam, the three former Treaties concluded with the late Salabut Jung, through Colonel Ford, in the year 1759, with the Nizam through General Calliaud in the year 1766, and the Treaty of 1768 with the Madras Government, together with Lord Cornwallis's letter of the 7th July 1789; which is equivalent to a fourth Treaty, remain in full force, except such Articles of them as may by the present Treaty be otherwise agreed to, and perpetual friendship shall subsist between both parties and their heirs and successors agreeably thereto.

Article 2.

Tippoo Sultan, having engagements with the three contracting powers, has notwithstanding acted with infidelity to them all, for which reason they have united in a league, that to the utmost of their power they may punish him and deprive him of the means of disturbing the general tranquillity in future.

ARTICLE 3.

This undertaking being resolved on, it is agreed that on Captain Kennaway's annunciation to the Nawab Ausuph Jah of the actual commencement of hostilities between the Honourable Company's force and the said Tippoo, and on Mr. Malet's announcing the same to Pundit Prudhan, the forces of the said Nawab Ausuph Jah and Pundit Prudhan, in number not less than 25,000, but as many more and as much greater an equipment as may be, shall immediately invade the territories of the said Tippoo, and reduce as much of his dominions as possible before and during the rains, and after that season the said Nawab and Pundit Prudhan will seriously and rigorously prosecute the war with a potent army, well appointed and equipped with the requisite warlike apparatus.

ARTICLE 4.

If the Right Honourable the Governor-General should require a body of cavalry to join the English forces, the Nawab Ausuph Jah and Pundit Prudhan shall furnish to the number of 10,000 to march in one month from the time of their being demanded by the shortest and safest route with all expedition to the place of their destination, to act with the Company's forces; but should any service occur practicable only by cavalry they shall execute it, nor cavil on the clause of "To act with the Company's forces". The pay of the said cavalry to be defrayed monthly by the Honourable Company at the rate and on the conditions hereafter to be settled.

ARTICLE 5.

If in the prosecution of the war by the three allies, the enemy should gain a superiority over either, the others shall to the utmost of their powers exert themselves to relieve the said party and distress the enemy.

ARTICLE 6.

The three contracting powers having agreed to enter into the present war, should their arms be crowned with success in the joint prosecution of it, an equal division shall be made of the acquisition of territory, forts and whatever Circar or government may become possessed of from the time of each party commencing hostilities; but should the Honourable Company's forces make any acquisitions of territory from the enemy previous to the commencement of hostilities by the other parties, those parties shall not be entitled to any share thereof. In the general partition of territory, forts, etc., due attention shall be paid to the wishes and convenience of the parties relatively to their respective frontiers.

ARTICLE 7.

The under-written polygars and zemindars, being dependent on the Nawab Ausuph Jah and Pundit Prudhan, it is agreed that on their territories, forts, etc., falling into the hands of any of the allies, they shall be re-established therein, and the nuzzurana that shall be fixed on that occasion shall be equally divided

amongst the allies. But in future the Nawab Ausuph Jah and Pundit Prudhan shall collect from them the usual peshcush and kundnee which have been heretofore annually collected, and should the said polygars and zemindars act unfaithfully towards the Nawab or Pundit Prudhan, or prove refractory in the discharge of their peshcush and kundnee, the said Nawab and Pundit Prudhan are to be at liberty to treat them as may be judged proper. The Chief of Shanoor is to be subject to service with both the Nawab and Pundit Prudhan, and should he fail in the usual conditions thereof, the Nawab and Pundit Prudhan will act as they think proper.

List of the Polygars and Zemindars.

Chittledroog.
Annugoondy.
Henponelly.
Billaree.
Roydroog.
Heychungoondeh.
Cunnagheery.
Kittoor.
Hannoor.
The district of Abdul Hakeem Khan, the Chief of Shanoor.

ARTICLE 8.

To preserve as far as possible consistency and concert in the conduct of this important undertaking, a vakeel from each party shall be permitted to reside in the army of the others, for the purpose of communicating to each other their respective views and circumstances, and the representations of the contracting parties to each other shall be duly attended to consistent with circumstances and the stipulations of this Treaty.

ARTICLE 9.

After this Treaty is signed and sealed, it will become incumbent on the parties not to swerve from its conditions at the verbal or written instance of any person or persons whatever, or on any other pretence; and in the event of a peace being judged expedient, it shall be made by mutual consent, no party introducing unreasonable objections, nor shall either of the parties enter into any separate negotiations with Tippoo, but on the receipt of any advance or message from him by either party, it shall be communicated to the others.

ARTICLE 10.

If after the conclusion of peace with Tippoo he should attack or molest either of the contracting parties, the others shall join to punish him, the mode and conditions of effecting which shall be hereafter settled by the contracting powers.

ARTICLE 11.

This Treaty, consisting of eleven Articles, being this day settled and concluded by Captain John Kennaway with His Highness the Nawab, Captain Kennaway has delivered to His Highness the Nawab one copy of the same in English and

Persian, signed and sealed by himself; and the Nawab has delivered to Captain Kennaway another copy in Persian, executed by himself, and Captain Kennaway has engaged to procure and deliver to the Nawab in sixty-five days a ratified copy from the Governor-General, on the delivery of which the Treaty executed by Captain Kennaway shall be returned.

Signed, sealed, and exchanged at Paungul, on the 20th of Shawaul, 1204 Hegira, or 4th of July 1790 E.S.

Ratified by the Governor-General in Council, the 29th day of July 1790.

CORNWALLIS.

CHARLES STUART.

PETER SPEKE.

E. HAY,
Secretary to Government.

SEPARATE AGREEMENT with the NIZAM—1790.

ARTICLES of AGREEMENT between HIS HIGHNESS the NIZAM and the EAST INDIA COMPANY for sending the battalions on their march from Bengal—1790.

ARTICLE 1.

From four to six battalions of the Bengal detachment shall be sent to His Highness the Nizam, under the command of an experienced officer together with a complement of guns, manned by Europeans, the whole equipped in the established manner (under the conditions agreed upon for sending the original two battalions), for the precise monthly charge which they stand the Company in, as it shall be stated by the Governor-General, Lord Cornwallis. The orders of His Highness, either for their operations in the field or for carrying on sieges, shall be put in execution by mutual consultation between the Commanding Officer of His Highness's army and the Commanding Officer of the English detachment, who will be a man of experience, and versed in the rules of war.

ARTICLE 2.

The pay of the said detachment shall be charged to His Highness from the period of its arrival at Vagtour, or of its junction with His Highness's army.

ARTICLE 3.

The pay of the said detachment shall be defrayed from the receipts from Tippoo's country, that is, what accrues from the present war; but if delay should

occur in those expected receipts, the Company shall pay the expenses out of the peshcush that will be payable for the Fussully year 1200, and take credit for the amount. Whatever may fall short, after taking credit for the pay of the detachment, shall be made up in ready money by His Highness.

ARTICLE 4.

Whenever a letter from Lord Cornwallis requiring the dismission of the said detachment shall arrive, provided it is at leisure from service, and also whenever His Highness shall think proper to dismiss them, there shall be no hesitation on either side.

ARTICLE 5.

Whatever plunder shall fall into the hands of the said detachment shall be given up to His Highness; excepting only any considerable open or concealed treasure, which, agreeable to the second Article of the Treaty, is to be divided amongst the three confederates.

ARTICLE 6.

A proper body of good cavalry, under the command of experienced and trusty officers, shall be detached by His Highness, to act with the battalions, agreeable to the concerted plans of the officers of both bodies.

FORM of CAPTAIN JOHN KENNAWAY'S signature.

An agreement, in regard to sending for the Bengal detachment, settled agreeable to the above Articles, which I shall transmit to Lord Cornwallis, and request a speedy answer.

JOHN KENNAWAY.

N.B.—The Nizam's signature is affixed to every Article.

No. VIII.

TREATY with the NIZAM, with two separate Articles—1798.

AN enlarged perpetual SUBSIDIARY TREATY between the HONOURABLE UNITED ENGLISH EAST INDIA COMPANY and HIS HIGHNESS THE NAWAB NIZAM-OOL-MOOLK AUSUPH JAH BAHADOOR, SOUBADAR of the DECCAN, his children, heirs, and successors, settled by CAPTAIN JAMES ACHILLES KIRKPATRICK, by virtue of the powers delegated to him by the RIGHT HONOURABLE RICHARD, EARL of MORNINGTON, KNIGHT of the MOST HONOURABLE ORDER of ST. PATRICK, one of HIS BRITANNIC MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, GOVERNOR-GENERAL in COUNCIL, appointed by the HONOURABLE COURT of DIRECTOR of the said HONOURABLE EAST INDIA COMPANY to direct and control all their affairs in the EAST INDIES.

Whereas His Highness Nizam-ool-Moolk Ausuph Jah Bahadoor has, from the greatness of existing friendship, expressed a desire for an increase of the detach-

ment of the Honourable Company's troops at present serving His Highness, the Right Honourable Earl of Mornington, Governor-General, has taken the proposals to that effect into his most serious consideration; and the present juncture of affairs, and the recent hostile conduct and evil designs of Tippoo Sultan, as fully evinced by his sending ambassadors to the Isle of France, by his proposing to enter into a Treaty, offensive and defensive, with the French Republic against the English nation, and by actually receiving a body of French troops into his dominions and immediate pay, rendering it indispensably necessary that effectual measures for the mutual defence of their respective possessions should be immediately taken by the three allied Powers, united in a defensive league against the aforesaid Tippoo Sultan, the aforesaid Governor-General in consequence empowered Captain James Achilles Kirkpatrick, Acting Resident at the Court of His Highness the Nizam, to enter, in behalf of the Honourable United English East India Company, into certain engagements with His Highness Nizam-ool-Moolk Ausuph Jah Bahadoor, for a permanent increase of the Honourable Company's troops in His Highness's pay, in the proportion and on the condition specified in the following Articles, which must be understood to be of full validity when this Treaty shall be returned signed and sealed by the Governor-General.

ARTICLE 1.

Such parts of the letter from Earl Cornwallis to His Highness the Nizam, dated the 7th July 1789, and which has always been considered in the light of a Treaty as relate to the stationing of troops with His Highness, are to be considered as in full force; that is, the services of the new permanent subsidiary force are to be regulated precisely by the same restrictive clauses that operate on the present detachment, unless the Peishwa shall hereafter consent to any alterations in those conditions, and His Highness likewise approve of the same.

ARTICLE 2.

Agreeably to the practice in the Company's service, the new subsidiary force shall be subject to relief, either partial or entire, as often and in such manner as the Company's government may require; provided, withal, that no diminution takes place by such means in the stipulated number to be stationed with His Highness.

ARTICLE 3.

The proposed reinforcement of subsidiary troops shall be in the pay of this State from the day of their crossing the boundaries. Satisfactory and effectual provision shall be made for the regular payment of this force which including the present detachment is to amount to six thousand sepoys with firelocks, with a due proportion of field pieces, manned by Europeans, and at the monthly rate of Rs. 2,01,425. The yearly amount of subsidy for the aforesaid force of six thousand men, with guns, artillerymen, and other necessary appurtenances, is Rs. 24,17,100. The said sum shall be completely discharged in the course of the year, by four

equal instalments; that is, at the expiration of every three English months, the sum of Rs. 6,04,275 in silver, of full currency, shall be issued, without hesitation, from His Highness's treasury: and should the aforesaid instalments happen to fall at any time the least in arrears, such arrears shall be deducted notwithstanding objections thereto, from the current kist of peshcush payable to His Highness on account of the Northern Circars. Should it at any time so happen, moreover, that delay were to occur in the issue of the instalments aforesaid, in the stated periods, in such case assignments shall be granted on the collections of certain districts in the State, the real and actual revenue of which shall be adequate to the discharge of the yearly subsidy of the aforesaid force.

ARTICLE 4.

The duties on grain and all articles of consumption, as well as on all necessaries whatever, for the use of the new subsidiary force, shall be commuted agreeably to the practice that obtained with the former detachment. A place likewise shall be fixed on as the head-quarters of the said force, where it shall always remain, except when services of importance are required to be performed; and whenever either the whole or part of the said force is to be employed in the business of the State, a person of respectability, and who is a servant of this Circar, shall be appointed to attend it. The commanding officer and officers of the said subsidiary force shall be treated in all respect in a manner suitable to the greatness and dignity of both States.

ARTICLE 5.

The said subsidiary force will at all times be ready to execute services of importance, such as the protection of the person of His Highness, his heirs and successors, from race to race, and overawing and chastising all rebels or exciters of disturbance in the dominions of this State; but it is not to be employed on trifling occasions, nor, like Sebundy, to be stationed in the country to collect the revenues thereof.

ARTICLE 6.

Immediately upon the arrival of the subsidiary force at Hyderabad, the whole of the officers and servants of the French party are to be dismissed, and the troops composing it dispersed and disorganized, that no trace of the former establishment shall remain. And His Highness hereby engages for himself, his heirs and successors, that no Frenchman whatever shall ever hereafter be entertained in his own service, or in that of any of his Chiefs or dependants, nor be suffered to remain in any part of His Highness's dominions; nor shall any Europeans whatever be admitted into the service of this State, nor be permitted to remain within its territories without the knowledge and consent of the Company's Government.

ARTICLE 7.

The whole of the French and sepoy deserters from the Company's service that may be in the French or any other party of troops belonging to this State, are to be seized and delivered up to the British Resident; and no persons of the above

description are to be allowed refuge in future in His Highness's territories, but are, on the contrary, to be seized without delay and delivered up to the British Resident: neither shall any refuge be allowed in the Company's territories, but sepoy deserters from the service of His Highness shall, in like manner, be seized and delivered up without delay.

ARTICLE 8.

Whereas His Highness the Nizam, from considerations of prudence and foresight, and with a view of avoiding manifold evils, has determined on dismissing the French from his service, and on dispersing and disorganizing the troops commanded by them, as specified in the sixth Article, and on entertaining a perpetual standing force of the Honourable Company's in their room, subject to the limitations and restrictions prescribed by Earl Cornwallis's letter to His Highness the Nizam, mentioned in the first Article; it is therefore agreed, with a view to the mutual benefit of His Highness and the Peishwa, and the happiness of their respective subjects, that the Company's Government will use their best endeavours to have inserted, with the consent and approbation of both, in the new Treaty in contemplation between the three Allied Powers, such a clause as shall set each at ease with regard to the other. Should the Peishwa, however, not accede to a proposal so highly advantageous and profitable to both governments, and differences hereafter arise between the two States, namely that of the Nawab Ausuph Jah Bahadoor and of Rao Pundit Prudhan, in such case the English Government hereby engage that, interposing their mediation in a way suitable to rectitude, friendship, and union, they will apply themselves to the adjustment thereof, conformable to propriety, truth, and justice: the Nawab Ausuph Jah Bahadoor accordingly hereby engages never to commit on his part any excess or aggression against the Circar of Rao Pundit Prudhan; and in the event of such differences arising, whatever adjustment of them the English Government, weighing things in the scale of truth and justice, may determine upon shall, without hesitation or objection, meet with full approbation and acquiescence.

ARTICLE 9.

All former Treaties between the English and the Government of the Nawab Ausuph Jah and the Peishwa remain in full force. Should hereafter the Rao Pundit Prudhan express a desire to enter into subsidiary engagements, similar to the present with the Company, the Nawab Ausuph Jah will most readily give his concurrence.

ARTICLE 10.

This enlarged subsidiary Treaty, consisting of ten Articles, being this day settled by Captain Kirkpatrick with the Nawab Ausuph Jah Bahadoor, Captain Kirkpatrick has delivered one copy hereof, in English and Persian, signed and sealed by himself, to the Nawab, who, on his part, has also delivered to Captain Kirkpatrick one copy of the same, duly executed by himself; and Captain Kirkpatrick hereby engages to procure and deliver to His Highness, in the space of fifty days, a ratified copy from the Governor-General, in every respect the counter-

part of the one executed by himself; and on the delivery of such copy, which will then have become a full and complete instrument, the Treaty executed by Captain Kirkpatrick shall be returned. In the meanwhile no time shall be lost in writing for the advance of the proposed reinforcement.

Signed, sealed, and executed at Hyderabad the 1st September Anno Domini 1798, or 19th Rubby-ul-Awul, Anno Hegiræ 1213.

J. A. Kirkpatrick,

Acting Resident.

Separate Articles appertaining to the Treaty with the Nizam.

Separate Article appertaining to the Perpetual Subsidiary Treaty concluded between the Honourable English East India Company and His Highness the Nawab Ausuph Jah Bahadoor on the 1st of September Anno Domini 1798, or 19th Rubby-ul-Awul, Anno Hegiræ 1213.

Whereas, in conformity to a wish expressed by His Highness the Nizam the stipulation in the sixth Article of the subsidiary Treaty, respecting the delivering up of the French, is agreed to be made a separate one, His Highness hereby engages that after the arrival of the Company's troops at Hyderabad, the whole of the French officers and soldiers in his service shall be apprehended, in such way as Captain Kirkpatrick may point out, and be delivered up to him, or for a time be kept in confinement, in a habitation belonging to this Circar, but in the custody of the Company's troops, and upon the reorganization of the party lately under the command of the aforesaid French officers and soldiers, shall, within the space of two months, be delivered up to the British Resident. Strict orders shall, moreover, be given to all talookdars on the frontiers, and to those in charge of all fords and passes, to seize any Europeans whatever attempting to pass their respective stations, and send them immediately, with all due precautions, prisoners to Hyderabad, where they shall instantly be delivered up to the British Resident. On the above condition it is hereby agreed that the Frenchmen thus delivered up shall not be considered as common prisoners of war, nor be in any respect maltreated. They shall be conveyed at the Company's expense and with as little restraint as possible to England, and from thence be sent by the first favourable opportunity to France, without being detained for a cartel or exchange of prisoners.

Signed, sealed, and exchanged at Hyderabad the 1st September Anno Domini 1798, or 19th Rubby-ul-Awul, Anno Hegiræ 1213.

J. A. Kirkpatrick,

Acting Resident.

SEPARATE ARTICLE appertaining to the PERPETUAL SUBSIDIARY TREATY concluded between the HONOURABLE ENGLISH EAST INDIA COMPANY and HIS HIGHNESS the NAWAB AUSUPH JAH BAHADOOR, on the 1st September Anno Domini 1798, or 19th Rubby-ul-Awul, Anno Hegiræ 1213.

No correspondence on affairs of importance shall in future on any account be carried on with the Circar of Rao Pundit Prudhan, or with any of his dependants, either by the Nawab Ausuph Jah Bahadoor or by the Honourable Company's government, without the mutual privity and consent of both contracting parties; and whatever transactions, whether of great or small import, may in future take place with the aforesaid Rao Pundit Prudhan or his dependants, a reciprocal communication of the same shall be made to the other contracting party without delay and without reserve.

Signed, sealed, and exchanged at Hyderabad the 1st September Anno Domini 1798, or 19th Rubby-ul-Awul, Anno Hegiræ 1213.

J. A. KIRKPATRICK,
Acting Resident.

No. IX.

PARTITION TREATY of MYSORE—1799.

TREATY for strengthening the ALLIANCE and FRIENDSHIP subsisting between the ENGLISH EAST INDIA COMPANY BAHADOOR, HIS HIGHNESS the NAWAB NIZAM-OOD-DOWLAH AUSUPH JAH BAHADOOR, and the PEISHWA, RAO PUNDIT PRUDHAN BAHADOOR and for effecting a settlement of the dominions of the late TIPPOO SULTAN.

Whereas the deceased Tippoo Sultan, unprovoked by any act of aggression on the part of the allies, entered into an offensive and defensive alliance with the French, and admitted a French force into his army for the purpose of commencing war against the Honourable English Company Bahadoor and its allies, Nizam-ood-Dowlah Ausuph Jah Bahadoor, and the Peishwa Rao Pundit Prudhan Bahadoor; and the said Tippoo Sultan having attempted to evade the just demands of satisfaction and security made by the Honourable English Company and its allies for their defence and protection against the joint designs of the said Sultan and of the French, the allied armies of the Honourable English Company Bahadoor and of His Highness Nizam-ood-Dowlah Ausuph Jah Bahadoor proceeded to hostilities in vindication of their rights and for the preservation of their respective dominions from the perils of foreign invasion and from the ravages of a cruel and relentless enemy; And whereas it has pleased Almighty God to prosper the just cause of the said allies, the Honourable English Company Bahadoor and His Highness Nizam-ood-Dowlah Ausuph Jah Bahadoor, with a continual course of victory and success, and finally to crown their arms by the reduction of the capital of Mysore, the fall of Tippoo Sultan, the utter extinction of his power, and the un-

conditional submission of his people; And whereas the said allies, being disposed to exercise the rights of conquest with the same moderation and forbearance which they have observed from the commencement to the conclusion of the late successful war, have resolved to use the power which it has pleased Almighty God to place in their hands for the purpose of obtaining reasonable compensation for the expenses of the war and of establishing permanent security and genuine tranquillity for themselves and their subjects, as well as for all the powers contiguous to their respective dominions. Wherefore a Treaty for the adjustment of the territories of the late Tippoo Sultan between the English East India Company Bahadoor and His Highness the Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor is now concluded by Lieutenant-General George Harris, Commander-in-Chief of the forces of His Britannic Majesty and of the English East India Company Bahadoor in the Carnatic and on the Coast of Malabar, the Honourable Colonel Arthur Wellesley, the Honourable Henry Wellesley, Lieutenant-Colonel William Kirkpatrick, and Lieutenant-Colonel Barry Close, on the part and in the name of the Right Honourable Richard, Earl of Mornington, K. P., Governor-General for all affairs, civil and military, of the British nation in India; and by the Nawab Meer Allum Bahadoor on the part and in the name of His Highness the Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor, according to the undermentioned Articles, which by the blessing of God shall be binding upon the heirs and successors of the contracting parties as long as the sun and moon shall endure, and of which the conditions shall be reciprocally observed by the said contracting parties.

ARTICLE 1.

It being reasonable and just that the allies by this Treaty should accomplish the original objects of the war (*viz.*, a due indemnification for the expenses incurred in their own defence, and effectual security for their respective possessions against the future designs of their enemies), it is stipulated and agreed that the districts specified in the Schedule A hereunto annexed, together with the heads of all the passes leading from the territory of the late Tippoo Sultan to any part of the possessions of the English East India Company Bahadoor, of its allies, or tributaries, situated between the ghauts on either coast, and all forts situated near to and commanding the said passes, shall be subjected to the authority, and be for ever incorporated with the dominions of the English East India Company Bahadoor, the said Company Bahadoor engaging to provide effectually, out of the revenues of the said districts, for the suitable maintenance of the whole of the families of the late Hyder Ali Khan and of the late Tippoo Sultan, and to apply to this purpose, with the reservation hereinafter stated, and an annual sum of not less than two lakhs of Star Pagodas, making the Company's share as follows:—

	Canterai Pagodas.
Estimated value of districts enumerated in the Schedule A according to the statement of Tippoo Sultan in 1792	7,77,170
Deduct provision for the families of Hyder Ali Khan and of Tippoo Sultan, two lakhs of Star Pagodas, in Cantorai Pagodas	2,40,000
Remains to the East India Company	5,37,170

ARTICLE 2.

For the same reason stated in the preceding Articles the district specified in Schedule B annexed hereunto, shall be subjected to the authority, and for ever united to the dominions, of the Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor, the said Nawab having engaged to provide liberally from the revenues of the said districts for the support of Meer Kummer-ood-deen Khan Bahadoor, and of his family and relations, and to grant him for this purpose a personal jaghire in the districts of Gurrumcondah, equal to the annual sum of Rs. 2,10,000 or of 70,000 Canterai Pagodas, over and above and exclusive of a jaghire which the said Nawab has also agreed to assign to the said Meer Kummer-ood-deen Khan for the pay and maintenance of a proportionate number of troops to be employed in the service of His said Highness, making the share of His Highness as follows:

	Canterai Pagodas.
Estimated value of the territory specified in the Schedule B according to the statement of Tippoo Sultan in 1792	6,07,332
Deduct personal jaghire to Meer Kummer-ood-deen Khan Rs. 2,10,000, or	70,000
Remains to the Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor .	5,37,332

ARTICLE 3.

It being further expedient, for the preservation of peace and tranquillity and for the general security of the foundations now established by the contracting parties, that the fortress of Seringapatam should be subjected to the said Company Bahadoor, it is stipulated and agreed that the said fortress and the island on which it is situated (including the small tract of land, or island, lying to the westward of the main island, and bounded on the west by a nullah, called the Mysore Nullah, which falls into the Cauvery near Chenagal Ghaut) shall become part of the dominions of the said Company, in full right and sovereignty for ever.

ARTICLE 4.

A separate government shall be established in Mysore; and for this purpose it is stipulated and agreed that the Maharajah Mysore Kishna Rajah Oodiavar Bahadoor, a descendant of the ancient Rajahs of Mysore, shall possess the territory hereinafter described upon the conditions hereinafter mentioned.

ARTICLE 5.

The contracting powers mutually and severally agree that the districts specified in Schedule C hereunto annexed, shall be ceded to the said Maharajah Mysore Kishna Rajah, and shall form the separate government of Mysore upon the conditions hereinafter mentioned.

ARTICLE 6.

The English East India Company Bahadoor shall be at liberty to make such deductions from time to time from the sums allotted by the first Article of the

present Treaty for the maintenance of the families of Hyder Ali Khan and Tippoo Sultan, as may be proper, in consequence of the decease of any member of the said families; and in the event of any hostile attempt, on the part of the said family or of any member of it, against the authority of the contracting parties, or against the peace of their respective dominions or the territories of the Rajah of Mysore, then the said English East India Company Bahadoor shall be at liberty to limit or suspend entirely the payment of the whole or any part of the stipend hereinbefore stipulated to be applied to the maintenance and support of the said families.

ARTICLE 7.

His Highness the Peishwa Rao Pundit Prudhan Bahadoor shall be invited to accede to the present Treaty; and although the said Peishwa Rao Pundit Prudhan Bahadoor has neither participated in the expense or danger of the late war, and therefore is not entitled to share any part of the acquisitions made by the contracting parties (namely, the English East India Company Bahadoor and His Highness the Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor), yet, for the maintenance of the relations of friendship and alliance between the said Peishwa Rao Pundit Prudhan Bahadoor, the English East India Company Bahadoor, His Highness the Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor, and Maharajah Mysore Kishna Rajah Bahadoor, it is stipulated and agreed that certain districts, specified in Schedule D hereunto annexed, shall be reserved for the purpose of being eventually ceded to the said Peishwa Rao Pundit Prudhan Bahadoor in full right and sovereignty, in the same manner as if he had been a contracting party to this Treaty; provided, however, that the said Peishwa Rao Pundit Prudhan Bahadoor shall accede to the present Treaty in its full extent within one month from the day on which it shall be formally communicated to him by the contracting parties, and provided also that he shall give satisfaction to the English East India Co npany Bahadoor, and to His Highness Nizam-ood-Dowlah Ausuph Jah Bahadoor, with regard to certain points now depending between him, the said Peishwa Rao Pundit Prudhan Bahadoor and the said Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor, and also with regard to such points as shall be represented to the said Peishwa, on the part of the English East India Company Bahadoor, by the Governor-General or the British Resident at the Court of Poonah.

ARTICLE 8.

If, contrary to the amicable expectation of the contracting parties, the said Peishwa Rao Pundit Prudhan Bahadoor shall refuse to accede to this Treaty or to give satisfaction upon the points to which the seventh Article refers, then the right to and sovereignty of the several districts hereinbefore reserved for eventual cession to the Peishwa Rao Pundit Prudhan Bahadoor, shall rest jointly in the said English East India Company Bahadoor, and the said Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor, who will either exchange them with the Rajah of Mysore for other districts of equal value more contiguous to their respective territories, or otherwise arrange and settle respecting them, as they shall judge proper,

ARTICLE 9.

It being expedient, for the effectual establishment of Maharajah Mysore Kishna Rajah in the Government of Mysore, that His Highness should be assisted with a suitable subsidiary force, it is stipulated and agreed that the whole of the said force shall be furnished by the English East India Company Bahadoor, according to the terms of a separate Treaty to be immediately concluded between the said English East India Company Bahadoor and His Highness the Maharajah Mysore Kishna Rajah Oodiavar Bahadoor.

ARTICLE 10.

This Treaty, consisting of ten Articles, being settled and concluded this day, the 22nd of June 1799 (corresponding to the 17th of Mohurrum, 1214 Anno Hegiræ), by the Lieutenant-General George Harris, the Honourable Colonel Arthur Wellesley, the Honourable Henry Wellesley, Lieutenant-Colonel William Kirkpatrick and Lieutenant-Colonel Barry Close, on the part and in the name of the Right Honourable Richard, Earl of Mornington, Governor-General aforesaid; and by Meer Allum Bahadoor, on the part and in the name of His Highness the Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor; the said Lieutenant-General Harris, the Honourable Colonel Arthur Wellesley, the Honourable Henry Wellesley, Lieutenant-Colonel William Kirkpatrick, and Lieutenant-Colonel Barry Close, have delivered to Meer Allum Bahadoor one copy of the same, signed and sealed by themselves; and Meer Allum Bahadoor has delivered to Lieutenant-General George Harris, the Honourable Colonel Arthur Wellesley, the Honourable Henry Wellesley, Lieutenant-Colonel William Kirkpatrick, and Lieutenant-Colonel Barry Close, another copy of the same, sealed by himself; and Lieutenant-General George Harris, the Honourable Colonel Arthur Wellesley, the Honourable Henry Wellesley, Lieutenant-Colonel William Kirkpatrick, and Lieutenant-Colonel Barry Close, and Meer Allum Bahadoor, severally and mutually engage that the said Treaty shall be respectively ratified by the Right Honourable the Governor-General under his seal and signature within eight days from the date hereof, and by His Highness the Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor, within twenty-five days from the date hereof.

The Nizam's Seal.

Ratified at Hyderabad by His Highness the Nizam on the 13th day of July Anno Domini 1799.

J. A. KIRKPATRICK,

Resident.

SCHEDULE B.

The Nizam's Share.

Gooty.

	C. Pagodas, F. C.	C. Pagodas, F. C.
Fyse Hussur Kubal	15,568 0 0	
Kona Koomlah	7,500 0 0	
Pamri	11,000 0 0	
Wurjur Kurroor	8,998 1 0	
Yursutty Murajcherroo	5,902 0 0	
Bheim Rapah	4,800 0 0	
Muttoor	2,700 0 0	
Pravalli Munnimong	9,426 3 0	
Chunumpilly	8,951 8 0	
Mulkaira Kooboo	22,251 8¼ 0	
Koortunni	8,800 0 0	
Yarki	22,673 1 0	
		1,28,571 1¼ 0
Pennacoondah	....	60,000 0 0
Murugseera	....	8,000 0 0
Hundytenantpoor	....	16,000 0 0
Kongoor (remainder of)	....	11,629 0 0
Kunchundgoondy (remainder of)	....	10,000 0 0
Of Gurrumconda, all the districts not ceded in 1792	....	1,85,810 0 0
Puttungheery (from Seringapatam)	....	10,000 0 0
Rydroog (6 Talooks)	....	1,02,856 0 0
Kurnool Peshcush	....	66,666 0 0
From Chitteldroog Jerrymulla (1 Talook)	....	7,800 0 0
		6,07,332 1¼ 0
Deduct Personal jaghire to Kummer-ood Khan and relations	....	70,000 0 0
Remains to the Nizam	....	5,37,332 1¼ 0

SCHEDULE C.

Districts ceded to Maharajah Mysore Kishna Rajah Oodiavar Bahadoor.

Talooks Belonging to Seringapatam.

	C. Pagodas, F. C.	C. Pagodas, F. C.
Puttun Attorkrun	11,000 0 0	
Mysore Attorkrun or Rehmut Nazeer	11,500 0 0	
Nusser Bar	14,000 0 0	
Hurdunhully	15,000 0 0	
Periapatam	6,200 0 0	
Muddoor	13,200 0 0	
Hetghur Dewancotah	8,000 0 0	
Betudapoor	7,000 0 0	
Tyoor	8,000 0 0	
Yelandoor	10,000 0 0	
Malwelly Yulinahbad	9,000 0 0	

SCHEDULE C—*continued.*

	C. Pagodas,	*F.*	*C.*	*C. Pagodas,*	*F.*	*C.*
Tulkar Sosilah	8,100	0	0			
Nursipoor	10,200	0	0			
Yertoorah	7,200	0	0			
Bailoor	15,700	0	0			
Arkulgoor	4,300	0	0			
Chinipatam	12,100	0	0			
Bullum (Mungirabad)	10,000	0	0			
Husson	7,900	0	0			
Honawully	9,400	0	0			
Nagmungul	4,700	0	0			
Belloor	3,100	0	0			
Maharage Droog	10,000	0	0			
Gram	3,500	0	0			
Ramgheery	7,400	0	0			
Turkarumb	7,400	0	0			
Ahmudnugger Chickloor	10,000	0	0			
Kurp	12,000	0	0			
Tornoy Khaira	9,000	0	0			
Ooonydghul	5,008	9	0			
Hoolioordroog	4,000	0	0			
Kirkairy	4,065	0	0			
Chennyputtan	9,138	0	0			
Nooggairly	3,000	0	0			
Mairlatesh and Kismagepoor	6,100	0	0			
Sucknyputtan	6,200	0	0			
Banorawar, Guradungilly and Henenhelly	10,000	0	0			
Boodihall	7,000	0	0			
Nidghul	6,000	0	0			
Pasghur	10,000	0	0			
Hagulwary	12,000	0	0			
Goomnaipollum	10,000	0	0			
Bangalore	55,000	0	0			
Mâgry	8,400	0	0			
Mudgeney	36,000	0	0			
Coorjgherry	4,000	0	0			
				4,60,811	9	0
Cankanhelly	8,900	0	0			
Nulwung and Doorbillah	16,000	0	0			
Anicul	10,300	0	0			
Byroodroog	4,000	0	0			
Hyboor	7,000	0	0			
Dewanhelly	20,045	0	0			
Ootradroog	5,000	0	0			
Chinroydroog	8,000	0	0			
Toomkoor and Deoroy	18,000	0	0			
Nidgegul and Macklijdroog	16,000	0	0			
Kundykeera and Chullnaighelly	26,000	0	0			
Chota Balapoor	80,000	0	0			
Colar	80,000	0	0			
Junguméotah	13,000	0	0			
Chuckmoogalum	8,134	4	0			
Kudoor	7,129	7½	0			
				3,17,509	1½	0
Serra (remainder of).						
Serra and Amrapoor	55,000	0	0			
Hoosuttat	50,754	0	0			
Burra Balapoor	44,000	0	0			
				1,49,754	0	0

SCHEDULE C—*concluded.*

Nuggur above Ghaut.	C. Pagodas, F. C.	C. Pagodas, F. C.
Kusbah	29,145 4¼ 2	
Coolydroog	28,818 0¾ 2	
Koompsee	8,094 2¾ 0	
Kope	22,868 5¼ 2	
Wasthara	6,818 9 0	
Eekairy and Sagur	39,411 0¼ 2	
Ghooty (Hosbly)	11,006 8¾ 0	
Surbtowanundy	10,458 0¼ 2	
Terryanwitty	17,424 0 0	
Shikarpoor	11,774 0¾ 0	
Anuntapoor	10,191 9¼ 0	
Lakouly-danwas	11,629 6¾ 1	
Oodgunny	13,614 1¾ 0	
Jimoga	16,883 5 0	
Hoolighonore	6,583 5¼ 1	
Biddery	10,835 5 2	
Chingeery Beswapatam	22,091 1¼ 3	
Terry-Keerah	14,076 4¼ 2	
Azimpor	10,696 2¾ 3	
		3,02,417 6 6
Chitledroog (remainder of), 12 Talooks.		
Kusbah	20,874 7¾ 1	
Been Sumendar	12,148 4 2	
Doodiary	12,984 9¼ 0	
Husdroog	11,936 2¾ 3	
Muttoor	10,392 3¾ 2	
Murkal Murroo	12,662 9¼ 3	
Tullick	11,854 0¾ 0	
Burm Sagur	10,163 6¼ 0	
Kunkopah	12,542 0¼ 2	
Bilchoor	10,683 1¾ 2	
Hinoor	10,010 0 2	
Goodyoottah	11,330 5¼ 3	
		1,48,583 1½ 9
Deduct two Pergunnahs of Hurdunhilly, *viz.*, Talman and Talwaddy, included in the Company's share		5,000 0 0
Canterai Pagodas		13,74,076 8 1

SCHEDULE D.

The Peishwa's share.

		C. Pagodas, F. C.
Harponelly (6 Talooks)	..	1,10,030-8¾-0
Soonda (above the Ghauts)	..	59,377-0-0
Annagoondy	..	60,101-0-0
From Chitledroog, two Talooks, viz.—	C. Pagodas, F. C	
Holubkaira	11,425 4¼ 0	
Myooondah	12,229 9¾ 0	
		23,652 3 0
From Bidnore, one Talook, viz.—		
Hurryhur	..	10,796 0 0
Canterai Pagodas	..	2,63,957 3¾ 0

Ratified at Hyderabad by His Highness the Nizam on the 13th day of July Anno Domini 1799.

J. A. KIRKPATRICK,
Resident.

SEPARATE ARTICLES of the TREATY with the NIZAM.

SEPARATE ARTICLES appertaining to the TREATY of MYSORE, concluded on the 22nd of JUNE 1799 (corresponding to the 17th of Mohurrum Anno Hegiræ 1214) between the HONOURABLE ENGLISH EAST INDIA COMPANY BAHADOOR and the NAWAB NIZAM-OOD-DOWLAH AUSUPH JAH BAHADOOR.

ARTICLE 1.

With a view to the prevention of future altercations, it is agreed between His Highness the Nawab Nizam-ood-Dowlah Ausuph Jah Bahadur and the Honourable English East India Company Bahadoor, that to whatever amount the stipends appropriated to the maintenance of the sons, relations, and dependants of the late Hyder Ali Khan and Tipoo Sultan, or the personal jaghire of Meer Kummer-ood-deen Khan, shall hereafter be diminished, in consequence of any one of the stipulations of the Treaty of Mysore, the contracting parties shall not be accountable to each other on this head.

ARTICLE 2.

And it is further agreed between the contracting parties that in the event provided for by the eighth Article of the Treaty of Mysore, two-thirds of the share reserved for Rao Pundit Prudhan Bahadoor shall fall to His Highness the Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor, and the remaining third to the Honourable English East India Company Bahadoor.

The Nizam's Seal.

Ratified at Hyderabad by His Highness the Nizam on the 13th day of July Anno Domini 1799.

J. A. KIRKPATRICK,
Resident.

No. X.

TREATY with the NIZAM—1800.

TREATY of PERPETUAL and GENERAL DEFENSIVE ALLIANCE between the HONOURABLE the ENGLISH EAST INDIA COMPANY and HIS HIGHNESS the NAWAB NIZAM-OOL-MOOLK AUSUPH JAH BAHADOOR, SOUBADAR of the DECCAN, his children, heirs, and successors; settled by CAPTAIN JAMES ACHILLES KIRKPATRICK, RESIDENT at the COURT of HIS HIGHNESS, by virtue of the powers delegated to him by the MOST NOBLE RICHARD, MARQUIS WELLESLEY, KNIGHT of the MOST ILLUSTRIOUS ORDER of ST. PATRICK, one of HIS BRITANNIC MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, GOVERNOR-GENERAL in COUNCIL, appointed by the HONOURABLE the COURT of DIRECTORS of the said HONOURABLE COMPANY to direct and control all their affairs in the EAST INDIES, and GOVERNOR-GENERAL in COUNCIL of all the BRITISH POSSESSIONS in the EAST INDIES.

Whereas, by the blessing of God, an intimate friendship and union have firmly subsisted for a length of time between the Honourable English East India

Company and His Highness the Nawab Nizam-ool-Moolk Ausuph Jah Bahadoor, and have been cemented and strengthened by several Treaties of alliance, to the mutual and manifest advantage of both powers, who, with uninterrupted harmony and concord having equally shared the fatigues and dangers of war and the blessings of peace, are, in fact, become one and the same in interest, policy, friendship, and honour. The powers aforesaid adverting to the complexion of the times have determined on principles of precaution and foresight and with a view to the effectual preservation of constant peace and tranquillity, to enter into a general defensive alliance, for the complete and reciprocal protection of their respective territories, together with those of their several allies and dependants, against the unprovoked aggressions or unjust encroachments of all or of any enemies whatever.

ARTICLE 1.

The peace, union, and friendship so long subsisting between the two States shall be perpetual; the friends and enemies of either shall be the friends and enemies of both; and the contracting parties agree that all the former Treaties and agreements between the two States now in force and not contrary to the tenor of this engagement shall be confirmed by it.

ARTICLE 2.

If any power or State whatever shall commit any act of unprovoked hostility or aggression against either of the contracting parties, or against their respective dependants or allies, and, after due representation, shall refuse to enter into amicable explanation, or shall deny the just satisfaction or indemnity which the contracting parties shall have required, then the contracting parties will proceed to concert and prosecute such further measures as the case shall appear to demand.

For the more distinct explanation of the true intent and effect of the agreement, the Governor-General in Council, on behalf of the Honourable Company, hereby declares that the British Government will never permit any power or State whatever to commit with impunity any act of unprovoked hostility or aggression against the rights or territories of His Highness the Nizam, but will at all times maintain and defend the same, in the same manner as the rights and territories of the Honourable Company are now maintained and defended.

ARTICLE 3.

With a view to fulfil this Treaty of general defence and protection, His Highness the Nawab Ausuph Jah agrees that two battalions of sepoys and one regiment of cavalry, with a due proportion of guns and artillerymen shall be added in perpetuity to the present permanent subsidiary force of six battalions of sepoys, of one thousand firelocks each, and one regiment of cavalry, five hundred strong (with their proportion of guns and artillerymen), so that the whole subsidiary force furnished by the Honourable East India Company to His Highness shall henceforward consist of eight battalions of sepoys (or eight thousand firelocks) and two regiments of cavalry (or one thousand horse), with their requisite complement of

guns, European artillerymen, lascars, and pioneers, fully equipped with warlike stores and ammunition, which force is to be stationed in perpetuity in His Highness's territories.

ARTICLE 4.

The pay of the above-mentioned additional force shall be calculated at the rate of the pay of the existing subsidiary force, and shall commence from the day of the entrance of the said additional force into His Highness's territories.

ARTICLE 5.

For the regular payment of the whole expense of the said augmented subsidiary force (consisting of eight thousand infantry, one thousand cavalry, and their usual proportion of artillery) His Highness the Nawab Ausuph Jah hereby assigns and cedes to the Honourable East India Company in perpetuity all the territories acquired by His Highness, under the Treaty of Seringapatam on the 18th March 1792, and also all the territories acquired by His Highness under the Treaty of Mysore on the 22nd June 1799, according to the Schedule annexed to this Treaty.

ARTICLE 6.

Certain of the territories ceded by the foregoing Article to the Honourable Company being inconvenient, from their situation to the northward of the river Toombuddrah, His Highness the Nawab Ausuph Jah, for the purpose of rendering the boundary line of the Honourable Company's possessions a good and well-defined one, agrees to retain the districts in question, namely, Copul, Gujjunderghur and others (as marked in the annexed Schedule) in his own possession; and in lieu thereof assigns and cedes in full and in perpetuity to the Honourable Company the district of Adoni, together with whatever other territory His Highness may be possessed of, or is dependent on His Highness's Government, to the south of the Toombuddrah, or to the south of the Kistnah, below the junction of those two rivers.

ARTICLE 7.

The territories to be assigned and ceded to the Honourable Company by the fifth Article, or in consequence of the exchange stipulated in the sixth Article, shall be subject to the exclusive management and authority of the said Company and of their officers.

ARTICLE 8.

Whereas the actual produce of a considerable portion of the districts ceded to the Honourable Company by Article fifth is ascertained and acknowledged to be greatly inferior to their nominal value, as specified in the Schedule annexed to this Treaty, and the said districts cannot be expected for a long course of years to reach to their said nominal value; and whereas differences might hereafter arise between the contracting parties with respect to the real value of the same and the friendship and harmony happily subsisting between the contracting parties be disturbed by discussion relating to the adjustment of accounts of the produce and value of the said districts; in order to preclude all causes of any such future

difference or discussion between the two States, the said East India Company agrees to accept the said districts (with the reservation stated in the sixth Article) as a full and complete satisfaction for all demands on account of the pay and charges of the said subsidiary force; and therefore to whatever extent or for whatever length of time the actual produce of the said districts shall prove inadequate to the amount of the subsidy payable by His Highness on account of the said subsidiary force, no demands shall ever be made by the Honourable Company upon the treasury of His Highness on account of any such deficiency or on account of any failure in the revenues of the said districts, arising from unfavourable seasons, from the calamity of war, or any other cause. His Highness the Nizam, on his part, with the same friendly views hereby renounces all claim to any arrears or balances which may be due to him from the said districts at the period of their cession to the Honourable Company, and also to any eventual excess in the produce of the said districts, beyond the amount of the subsidy payable by His Highness on account of the said subsidiary force, the true intention and meaning of this Article being that the cession of the said districts and the exchanges stipulated in the sixth Article shall be considered as a final close and termination of accounts between the contracting parties with respect to the charges of the said subsidiary force.

ARTICLE 9.

After the conclusion of this Treaty, and as soon as the British Resident shall signify to His Highness Ausuph Jah that the Honourable Company's officers are prepared to take charge of the districts ceded by the fifth Article, His Highness will immediately issue the necessary perwannahs or orders to his officers to deliver over charge of the same to the officers of the Company; and it is hereby stipulated and agreed that all collections made by His Highness's officers subsequent to the date of the said perwannahs or orders, and before the officers of the Company shall have taken charge of the said districts, shall be carried to the account of the Honourable Company.

ARTICLE 10.

All forts situated within the districts to be ceded as aforesaid shall be delivered to the officers of the Honourable Company with the said districts; and His Highness the Nawab Ausuph Jah engages that the said forts shall be delivered to the Honourable Company as nearly as possible in the same state as that in which His Highness received them.

ARTICLE 11.

His Highness the Nawab Ausuph Jah will continue to pay the subsidy of the former subsidiary force and also that of the additional troops from his treasury in the same manner as hitherto observed, until the Honourable East India Company's officers shall have obtained complete possession from His Highness's officers of the country ceded to the said Company by the fifth Article. The Company will not claim any payments of subsidy from His Highness's treasury after their officers shall have obtained possession of the said districts from the officers of His Highness.

ARTICLE 12.

The contracting parties will employ all practicable means of conciliation to prevent the calamity of war; and for that purpose will at all times be ready to enter into amicable explanations with other States and to cultivate and improve the general relations of peace and amity with all the powers of India, according to the true spirit and tenor of this defensive Treaty. But if a war should unfortunately break out between the contracting parties and any other power whatever, then His Highness the Nawab Ausuph Jah engages that, with the reserve of two battalions of sepoys which are to remain near His Highness's person, the residue of the British subsidiary force (consisting of six battalions of sepoys and two regiments of cavalry with artillery) joined by six thousand infantry and nine thousand horse of His Highness's own troops, and making together an army of twelve thousand infantry and ten thousand cavalry, with their requisite train of artillery, and warlike stores of every kind, shall be immediately put in motion for the purpose of opposing the enemy; and His Highness likewise engages to employ every further effort in his power for the purpose of bringing into the field as speedily as possible the whole force which he may be able to supply from his dominions; with a view to the effectual prosecution and speedy termination of the said war, the Honourable Company in the same manner engage on their part, in this case, to employ in active operations against the enemy the largest force which they may be able to furnish over and above the said subsidiary force.

ARTICLE 13.

Whenever war shall appear probable His Highness the Nawab Ausuph Jah engages to collect as many benjarahs as possible, and to store as much grain as may be practicable in his frontier garrisons.

ARTICLE 14.

Grain and all other articles of consumption and provision, and all sorts of materials for wearing apparel, together with the necessary quantity of cattle, horses, and camels required for the use of the subsidiary force, shall, in proportion to its present augmentation be, as heretofore, entirely exempted from duties.

ARTICLE 15.

As by the present Treaty the union and friendship of the two States are so firmly cemented as that they may be considered as one and the same, His Highness the Nizam engages neither to commence nor to pursue in future any negotiations with any other power whatever without giving previous notice and entering into mutual consultation with the Honourable East India Company's Government; and the Honourable Company's Government on their part hereby declare that they have no manner of concern with any of His Highness's children, relations, subjects, or servants with respect to whom His Highness is absolute.

ARTICLE 16.

As by the present Treaty of general defensive alliance, mutual defence and protection against all enemies are established, His Highness the Nawab Ausuph Jah consequently engages never to commit any act of hostility or aggression against any power whatever; and in the event of any differences arising whatever adjustment of them the Company's Government, weighing matters in the scale of truth and justice, may determine shall meet with full approbation and acquiescence.

ARTICLE 17.

By the present Treaty of general defensive alliance, the ties of union, by the blessing of God, are drawn so close that the friends of one party will be henceforward considered as the friends of the other, and the enemies of the one party as the enemies of the other; it is therefore hereby agreed that if in future the Shorapore or Gudwall zemindars, or any other subjects or dependants of His Highness's Government should withhold the payment of the Circar's just claims upon them, or excite rebellion or disturbance, the subsidiary force, or such proportion thereof as may be requisite, after the reality of the offence shall be duly ascertained, shall be ready, in concert with His Highness's own troops, to reduce all such offenders to obedience. And the interests of the two States being now in every respect identified, it is further mutually agreed that if disturbances shall at any time break out in the districts ceded to the Honourable Company by this treaty, His Highness the Nawab Ausuph Jah shall permit such a proportion of the subsidiary troops as may be requisite to be employed in quelling the same within the said districts. If disturbances shall at any time break out in any part of His Highness's dominions contiguous to the Company's frontier, to which it might be inconvenient to detach any proportion of the subsidiary troops, the British Government, in like manner, if required by His Highness the Nawab Ausuph Jah, shall direct such proportion of the troops of the Company as may be most conveniently stationed for the purpose to assist in quelling the said disturbances within His Highness's dominions.

ARTICLE 18.

Whereas, by the favour of Providence, a perfect union, harmony, and concord, have long and firmly subsisted between the Honourable East India Company, His Highness the Nawab Ausuph Jah, His Highness the Peishwa Rao Pundit Prudhan, and Rajah Raghojee Bhooslah, therefore should His Highness Rao Pundit Prudhan and Rajah Raghojee Bhooslah, or either of them, express a desire to participate in the benefits of the present defensive alliance, which is calculated to strengthen and perpetuate the foundations of general tranquillity, the contracting parties will readily admit both or either of the said powers to be members of the present alliance, on such terms and conditions as shall appear just and expedient to the contracting parties.

ARTICLE 19.

The contracting parties being actuated by a sincere desire to promote and maintain general tranquillity, will admit Dowlut Rao Sindia to be a party to the present Treaty whenever he shall satisfy the contracting parties of his disposition to cultivate the relations of peace and amity with both States, and shall give such securities for the maintenance of tranquillity as shall appear to the contracting parties to be sufficient.

ARTICLE 20.

This Treaty, consisting of twenty Articles, being this day settled by Captain James Achilles Kirkpatrick with the Nawab Ausuph Jah Bahadoor, Captain Kirkpatrick has delivered one copy thereof in English and Persian, signed and sealed by himself, to the said Nawab, who, on his part, has also delivered one copy of the same, duly executed by himself; and Captain Kirkpatrick, by virtue of special authority given to him on that behalf by the Most Noble the Governor-General in Council, hereby declares the said Treaty to be in full force from the date hereof, and engages to procure and deliver to His Highness in the space of thirty days a copy of the same from the Governor-General in Council, in every respect the counterpart of that executed by himself; and on the delivery of such copy the Treaty executed by Captain Kirkpatrick shall be returned; but the additional subsidiary force specified in the third Article shall be immediately required by His Highness the Nizam and furnished by the Honourable Company, and all the other Articles shall be in full force from this time.

Signed, sealed, and exchanged at Hyderabad on the 12th October Anno Domini 1800, or 22nd Jemmadee-ul-Awul, Anno Hegiræ 1215.

J. A. KIRKPATRICK,

Resident.

SEPARATE and SECRET ARTICLES.

SEPARATE and SECRET ARTICLES appertaining to the TREATY of PERPETUAL and GENERAL DEFENSIVE ALLIANCE concluded between the HONOURABLE ENGLISH EAST INDIA COMPANY and HIS HIGHNESS the NAWAB AUSUPH JAH BAHADOOR on the 12th October Anno Domini 1800, or 22nd Jemmadee-ul-Awul, Anno Hegiræ 1215.

ARTICLE 1.

The Peishwa Rao Pundit Prudhan shall be admitted to the benefits of this general defensive alliance on the following conditions:—

First.—Rao Pundit Prudhan shall accept the mediation of the Honourable Company's Government for the amicable adjustment, on the basis of the Treaty of Mahr, of all claims or demands of chout, and of all other claims or demands whatever, on the territories or government of His Highness the Nawab Ausuph Jah.

The British Government will also take into consideration the claims of His Highness the Nawab Ausuph Jah to a total exemption from chout, and will arbitrate, on the principles of justice and equity, any question now existing or which shall hereafter arise, relative to the same, between Rao Pundit Prudhan and the Nawab Ausuph Jah; provided Rao Pundit Prudhan shall agree to accept the said arbitration; and Rao Pundit Prudhan shall not be admitted to the benefit of this general defensive alliance, until he shall have agreed to accept the arbitration of the British Government, with respect to the said claims of the Nawab Ausuph Jah to a total exemption from chout.

Secondly.—Rao Pundit Prudhan shall give full satisfaction to the Honourable East India Company on the various points depending between him and the British Government in India.

Thirdly.—If Rao Pundit Prudhan shall agree to the following conditions, the Honourable East India Company and His Highness the Nawab Ausuph Jah will assist him in the restoration of his just authority in the Maharatta Empire.

Fourthly.—For this purpose Rao Pundit Prudhan shall agree to subsidize in perpetuity such a body of the said Company's troops as shall hereafter be judged necessary for the restoration and maintenance of his authority.

ARTICLE 2.

Rajah Raghojee Bhooslah shall be admitted to the benefit of this general alliance on the following conditions:—

First.—Rajah Raghojee Bhooslah shall accept the Honourable Company's arbitration of all unadjusted points between His Highness the Nawab Ausuph Jah and the said Rajah, according to the tenor of subsisting Treaties.

Secondly.—Rajah Raghojee Bhooslah shall agree to such equitable interchanges of territory with the Honourable East India Company as shall be judged necessary to complete or improve their respective frontiers, or to such cessions of territory (in consideration of a just pecuniary equivalent) as shall be judged necessary to the same purpose.

ARTICLE 3.

If, contrary to the spirit and object of this defensive Treaty, war should hereafter appear unavoidable (which God avert!) the contracting parties will proceed to adjust the rule of partition of all such advantages and acquisitions as may eventually result from the success of their united arms.

The contracting parties entertain no views of conquest or extension of their respective dominions, nor any intention of proceeding to hostilities, unless in the case of unjust and unprovoked aggression, and after the failure of their joint endeavours to obtain reasonable satisfaction, through the channel of pacific negotiation, according to the tenor of the preceding Treaty. It is however declared that, in the event of war, and of a consequent partition of conquests between the contracting parties, His Highness the Nawab Ausuph Jah shall be entitled to participate equally with the other contracting parties in the division of

every territory which may be acquired by the successful exertion of their united arms, provided His Highness the Nawab Ausuph Jah shall have faithfully fulfilled all the stipulations of the preceding Treaty especially those contained in the twelfth and thirteenth Articles thereof.

Signed, sealed and exchanged at Hyderabad on the 12th October Anno Domini 1800, or 22nd Jemmadee-ul-Awul Anno Hegiræ 1215.

J. A. KIRKPATRICK,
Resident.

SCHEDULE referred to in the TREATY.

SCHEDULE of HIS HIGHNESS the NIZAM'S territorial acquisitions by the TREATY of SERINGAPATAM, dated the 18th May 1792, and by the TREATY of MYSORE, dated the 22nd June 1799, and which, in conformity to the fifth and sixth Articles of the annexed TREATY are now, together with the TALOOK of ADONI, and all other talooks situated to the south of the RIVERS TOOMBUDDRAH and KISTNAH, ceded in full and in perpetuity to the HONOURABLE EAST INDIA COMPANY.

List of talooks acquired by the Treaty of Seringapatam.

		C. Pagodas.	F.	A.	P
Sidhout, 6	(Talooks)	81,885	9¼	1	0
Chinnoor, 6	ditto	65,427	4¾	0¼	0
Kumlapoor, 4	ditto	50,729	3¾	3	0
Vo-oor, 6	ditto	70,684	9	2¼	0
Budwail, 3	ditto	54,888	0	4	0
Jumoonul Murrow, 7	ditto	90,643	7	1	0
Kummum, 7	ditto	1 83,148	2¼	1	0
Kunnuckgherry, 3	ditto	80,952	4¾	1	0
Chit Kontah, 1	ditto	11,298	9¼	0	0
Gudtoor, 1	ditto	17,846	4¾	0	0
Coal Konetah, 1	ditto	10,224	9	3¼	0
Opnlpaha, 1	ditto	10,096	1¾	1¼	0
Nursapoor, 1	ditto	8,397	5¾	3	0
Bisspul, 1	ditto	11,074	11¾	0	0
Donypahr Wurdwarum, 1.	ditto	12,402	8¾	1	0
Poodtoor, 2	ditto	22,979	4	2	9
Chutwall or Multiwaur, 8	ditto	1,80,760	2¼	1	9
Monyaulpalo, 1	ditto	6,000	0	0	0
Nustam, 1	Talook(s)	17,802	2¼	0	0
Bungumpully and Chunchummullah, 2	ditto	41,804	9¼	0	0
Ousk, 1	ditto	20,000	0	0	0
In Goody, 4	ditto	51,782	8¼	0	0
Bulbary and Kurkoor, 1	ditto	23,000	0	0	0
Wernjahwempelly, 1	ditto	12,565	0	0	0
Kopaul, 8	ditto	1,06,187	3¼	1	0
Gajjinderghun, 8	ditto	1,01,977	9	0	0
Kunnuckgherry, 1	ditto	79,100	0	0	0
Singaputtup Oopalwurrah, 1	ditto	20,000	0	0	0
Hunmuntoond, 1	ditto	15,000	0	0	0
Busswahpoor, 1	ditto	5,000	0	0	0
Mokah, 1	ditto	12,162	6¾	2	0
In the Talook of Kookoor		370	2¼	1	0
	TOTAL	13,16,606	6¼	2	0

List of Talooks acquired by the Treaty of Mysore—Gooty (remainder of).

	C. Pagodas.	F.	A.
Fyze Hissar (the fort and dependencies)	15,568	0	0
Kundundiah	7,500	0	0
Peumry	11,000	0	0
Warkur Kunoor	8,998	0	0
Yarulty Murracheeroo	5,902	0	0¼
Pedda Rajah	4,800	0	0
Huttoor	2,700	0	0
Bully Mutty Murgh	9,426	3	0
Chartumpully	8,951	0	0
Mutyhullah Huttoor	22,251	9¼	0
Koondunty	8,800	0	0
Yhrgly	22,673	0	0
Pencoondah	60,000	0	0
Minighurrah	8,000	0	0
Hundy Upuntpoor	16,000	0	0
Koorkoor (remainder of)	11,620	0	9
Kunchchungoondy	10,000	0	0
Gurrumcondah	1,85,810	0	0
Ruttungberry	10,000	0	0
Ragdroog, 6 Talooks	1,02,856	0	0
Kinnool Peishcush	66,666	0	0
Junymullah, 1 Talook	7,800	0	0
Umrahpoor Noomautty	10,000	0	0
Anungoondy	60,100	0	0
Hurpunkully, 6 Talooks	1,10,080	8¼	0
Wurtnahpoor, and sundry other Villages in the Chittledroog district	5,840	1¼	0
TOTAL	7,98,800	10¾	0
GRAND TOTAL	[illegible]	5	[illegible]

The districts situated north of the Toombuddrah, which conformably to the sixth Article of the annexed Treaty remain with His Highness the Nizam to be deducted from the above, as follows:—

	C. Pagodas.	F.	A.
Koopul, 8 Talooks	1,06,137	3¼	0
Cajjudughur, 8 Talooks	1,01,977	9	0
Kunnauckgherry, 1 Talook	79,100	0	0
Villages of the Anagoondy district, situated to the north of the Toombuddrah	8,710	0	0
Villages of the Tukkulcottah district, situated likewise north of the Toombuddrah	855	0	0
Retained by His Highness the Nizam.	2,96,780	0¼	0
Remains to the Honourable Company C. Pagodas	18,13,188	4¼	3
Add to the Adoni country which, together with all His Highness's remaining possessions, south of the Toombuddrah is, by the sixth Article of the annexed Treaty, ceded in exchange for the above districts to the Honourable Company . Rupees	8,34,718	12	0

Signed, sealed, and exchanged at Hyderabad the 12th October A.D. 1800, or 22nd Jemmadee-ul-Awul, A. H. 1215.

J. A. KIRKPATRICK,

Resident.

ADDITIONAL ARTICLE of TREATY between the HONOURABLE EAST INDIA COMPANY on the one part, and HIS HIGHNESS NAWAB NIZAM-OOL-MOOLK AUSUPH JAH MEER UKBUR ALI KHAN BAHADOOR, SOUBAHDAR of the DECCAN, his children, heirs, and successors, on the other; to be considered as appertaining to the TREATY OF PERPETUAL and GENERAL DEFENSIVE ALLIANCE concluded at HYDERABAD on the 12th of October 1800 A.D., or 22nd of Jemmadee-ul-Awul, 1215 A.H.

ARTICLE.

In the event (which God however avert!) of joint war breaking out hereafter with any other power, it is hereby agreed that during the continuance thereof all officers and all troops, whether individually or collectively, belonging to either of the contracting parties, shall have free ingress and egress to and from all the territories, and to and from all the forts belonging to each other respectively; and it is hereby further agreed that all officers, whether civil or military, belonging to their government, shall, when requisite, employ all their power and all the resources at their command in facilitating the operations of the troops employed, to whichever of the two contracting powers they may happen to belong.

Signed, sealed and exchanged at Hyderabad this 9th of January 1804, agreeing with 25th Ramzan, A. H. 1218.

J. A. KIRKPATRICK,

Resident.

His Highness' Mark.

His Highness' Seals,

IX

No. XI.

COMMERCIAL TREATY with the NIZAM—1802.

TREATY for the IMPROVEMENT and SECURITY of the TRADE and COMMERCE between the TERRITORIES of the HONOURABLE EAST INDIA COMPANY and of HIS HIGHNESS the NAWAB NIZAM-OOL-MOOLK AUSUPH JAH, SOUBADAR of the DECCAN; settled by MAJOR JAMES ACHILLES KIRKPATRICK, RESIDENT at the COURT of HIS HIGHNESS, by virtue of the powers delegated to him by HIS EXCELLENCY the MOST NOBLE RICHARD, MARQUIS WELLESLEY, KNIGHT of the MOST ILLUSTRIOUS ORDER of SAINT PATRICK, one of HIS BRITANNIC MAJESTY'S PRIVY COUNCIL, GOVERNOR-GENERAL in COUNCIL, CAPTAIN GENERAL and COMMANDER-IN-CHIEF of HIS MAJESTY'S and the HONOURABLE COMPANY'S FORCES in INDIA, appointed by the HONOURABLE the COURT of DIRECTORS of the said HONOURABLE COMPANY to direct and control all their affairs in the East INDIES, and GOVERNOR-GENERAL in COUNCIL of all the BRITISH POSSESSIONS in the EAST INDIES.

Whereas a well regulated commerce is essential to the opulence and prosperity of the people and to the wealth and power of the State; and whereas a free and secure commercial intercourse tends to maintain and improve the relations of amity, peace, and concord between contiguous nations: Wherefore the Honourable East India Company and His Highness the Nawab Ausuph Jah, anxious to improve by every possible means the close and intimate connection now happily established between the two States, and to extend the benefits of their union to their respective subjects, have agreed on the following Articles of a Treaty of Commerce between the two States:—

ARTICLE 1.

As the testimony of the firm friendship, union, and attachment, subsisting between the Honourable Company and His Highness the Nawab Ausuph Jah, the Honourable Company hereby agree to grant to His Highness the free use of the seaport of Masulipatam; at which port His Highness shall be at liberty to establish a commercial factory and agents under such regulations as the nature of the Company's government shall require and as shall be adjusted between the Governor-General in Council and His said Highness.

ARTICLE 2.

His Highness's ships bearing his flag shall be entitled at all times to the protection of His Britannic Majesty's and of the Honourable Company's ships of war, and shall be admitted into all the ports belonging to the British Government in India upon the footing of the most favoured nations.

ARTICLE 3.

There shall be a free transit between the territories of the contracting parties of all articles being the growth, produce, or manufacture of each respectively;

and also of all articles being the growth, produce, or manufacture of any part of His Britannic Majesty's dominions.

ARTICLE 4.

All rahdarry duties and all duties collected by individual renters or zemindars on goods passing to and from the territories of the contracting parties shall be abolished, and all zemindars, renters, etc., shall be strictly prohibited from committing any acts of extortion or violence on the merchants passing through the respective territories of the contracting parties.

ARTICLE 5.

A duty of five per cent. and no more shall be levied at Hyderabad indiscriminately on all articles of merchandize whatever imported into His Highness's dominions from the Company's possessions. No articles shall pay duty more than once. The duties payable shall be regulated by a just valuation of the article or commodity on which they shall be charged, and which shall be determined by an invoice authenticated by the seal and signature of the proper Officer on each side; Nor shall any arbitrary valuation of any article or commodity be admitted to enhance the amount of the duties payable thereon, and the said duties shall be fixed and immutable except by the mutual consent of the contracting parties.

ARTICLE 6.

The Honourable East India Company shall on their part adopt similar arrangements in every respect for the purpose of facilitating the transit through their dominions of all articles the growth, produce, or manufacture of His Highness's territories and of guarding the same from all unjust exactions or vexatious imposts whatever.

ARTICLE 7.

The duties payable to the Honourable Company on all articles imported into their territories from His Highness's dominions shall be collected in the mode prescribed by the fifth Article at Masulipatam alone, or at one or more places according to the convenience of the merchants belonging to His Highness's dominions, and the said place or places shall be fixed with the consent of His Highness the Nizam, it being understood that no article imported from His Highness's dominions shall in any case pay duty more than once, whether the said duty be collected at Masulipatam or elsewhere.

ARTICLE 8.

A duty of five per cent. and no more shall be levied once by His Highness's Government, and be made payable at Hyderabad on the prime cost of all commodities purchased in His Highness's dominions for exportation.

ARTICLE 9.

No merchants or traders under the Company's Government shall be allowed to re-vend in the dominions of the Nawab aforesaid the productions or manufactures of his territories purchased by them therein. Neither shall any grain be exported from the territories of the Nawab aforesaid into those of the Honourable Company without a special license for the purpose; nor any more grain be purchased in His Highness's territories than what is necessary for the consumption of the subsidiary force. But it is at the same time hereby agreed that, in cases of necessity, permission shall reciprocally be granted immediately on application for the transportation of grain, free from all duties whatever, into the respective territories of the two contracting powers in Hindostan and Deccan.

ARTICLE 10.

The traders under both governments, namely, all such as shall traffic from the Honourable East India Company's territories to the territories of His Highness the Nawab Ausuph Jah, and *vice versa*, shall, upon the importation of their commodities into the respective territories, pay once a duty of five per cent. according to the terms prescribed in the foregoing Articles. With respect to others who do not come under the above description, such as traders from foreign parts or inhabitants of Hyderabad who have always paid the usual duties, the kurrorah shall, as heretofore, levy duties from them according to custom.

ARTICLE 11.

The preceding regulations shall take effect and be established in the respective territories of the contracting parties on the 1st day of September next, answering to the 2nd of Jemmadee-ul-Awul, A. H. 1217, after which day no duties shall be levied in any other manner than in conformity to the stipulations of this Treaty.

ARTICLE 12.

This Treaty, consisting of twelve Articles, being this day settled by Major James Achilles Kirkpatrick with the Nawab Ausuph Jah Bahadoor, Major Kirkpatrick has delivered one copy thereof in English and Persian, signed and sealed by himself, to the said Nawab, who on his part has also delivered one copy of the same duly executed by himself: and Major Kirkpatrick, by virtue of special authority given to him in that behalf by His Excellency the Most Noble the Governor-General in Council, hereby declares the said Treaty to be in full force from the date hereof, and engages to procure and deliver to His Highness in the space of fifty days a copy of the same from the Governor-General in Council, in every respect the counterpart of that executed by himself, and on the delivery of such copy, the treaty executed by Major Kirkpatrick shall be returned.

Signed, sealed, and exchanged at Hyderabad this 12th day of April A. D. 1802, or 8th day of Zehidge, A. H. 1816.

J. A. KIRKPATRICK,
Resident.

Seal of the Nizam.

No. XII.

INSTRUMENT under the signature of the GOVERNOR-GENERAL in COUNCIL, delivered to the NIZAM (SECUNDER JAH) on his accession to the musnud, recognizing all the former TREATIES and ENGAGEMENTS with NIZAM ALI, deceased—1803.

The friendship and alliance which so firmly and happily subsisted between His late Highness the Nawab Nizam Ali Khan Soubadar of the Deccan, and the Honourable Company's government, shall be considered to subsist with equal force and sincerity and shall continue for ever unimpaired between His late Highness's eldest son and successor, the Nawab Secunder Jah, and the Honourable Company, and all Treaties and engagements which subsisted between His late Highness and the Honourable Company's government shall be considered to be in full force to all intents and purposes. And His Excellency the Most Noble the Governor-General in Council hereby declares, on the part of the Honourable Company, that the British Government is effectually bound by the said engagements and Treaties, and that the said engagements and Treaties shall be duly observed until the end of time.

Given under the seal of the Honourable Company and the signature of His Excellency the Most Noble the Governor-General in Council at Fort William in Bengal this 24th day of August 1803.

ENGAGEMENT between SECUNDER JAH and the COMPANY—1803.

The friendship and union which so strongly and happily subsisted between the late Nawab Nizam Ali Khan Bahadoor (whose soul is in Paradise) and the Honourable Company's government are to be considered as perfectly unimpaired, and shall meet with no interruption whatever. All existing Treaties and engagements likewise that were contracted with the late Nawab aforesaid are in full force to all intents and purposes; and we hereby declare that we are effectually bound by the engagements and Treaties aforesaid, and by the blessing of God, the said Treaties and engagements shall be duly observed until the end of time.

Signed and sealed on the 7th day of August Anno Domini 1803, answering to Rubbee-oos-Sanee, A. H. 1218, with the seal and signature of Meer Foulaad Ali Khan Secunder Jah Bahadoor, Soubadar of the Deccan, and delivered in duplicate, on the day aforesaid, by His Highness himself to Major James Achilles Kirkpatrick, Resident at the Court of Hyderabad.

J. A. KIRKPATRICK,
Resident.

The Seal of the Nawab Secunder Jah.

No. XIII.

PARTITION TREATY of HYDERABAD with His HIGHNESS the SOUBAHDAR of the DECCAN—1804.

TREATY for the SETTLEMENT of GENERAL PEACE in HINDOSTAN and the DECCAN, and for the CONFIRMATION of the FRIENDSHIP subsisting between the HONOURABLE ENGLISH EAST INDIA COMPANY and its allies, HIS HIGHNESS the SOUBAHDAR of the DECCAN and HIS HIGHNESS RAO PUNDIT PRUDHAN PEISHWA BAHADOOR, settled between the said HONOURABLE COMPANY and the said allies by MAJOR JAMES ACHILLES KIRKPATRICK, RESIDENT of the COURT of HYDERABAD, in virtue of the powers delegated to him by HIS EXCELLENCY the MOST NOBLE RICHARD, MARQUIS WELLESLEY, KNIGHT of the MOST ILLUSTRIOUS ORDER of SAINT PATRICK, one of HIS MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, GOVERNOR-GENERAL in COUNCIL of all the BRITISH POSSESSIONS and CAPTAIN GENERAL of all the BRITISH LAND FORCES in the EAST INDIES.

Whereas by the terms of the Treaties of peace concluded by Major General the Honourable Arthur Wellesley, on the part of the Honourable Company and its allies with the Maharajah Senah Saheb Soubah, Rajah of Berar, at Deogaum, on the 17th of December 1803, and with Maharajah Dowlut Rao Sindia at Surjee Anjengaum, on the 30th of that month, which Treaties have been duly ratified by the Governor-General in Council and by the allies of the British Government, certain forts and territories have been ceded by Maharajah Senah Saheb Soubah and by Maharajah Dowlut Rao Sindia, to the Honourable Company and its allies, the following Articles of agreement, for the settlement of the said forts and territories have been concluded by the British Government and by the said allies :—

ARTICLE 1.

The province of Cuttack, including the port and district of Balasore, and all cessions of every description made by the second Article of the Treaty of Deogaum, or by any Treaties which have been confirmed by the tenth Article of the said Treaty of Deogaum, shall belong in perpetual sovereignty to the Honourable English East India Company.

ARTICLE 2.

The territories of which Maharajah Senah Saheb Soubah formerly collected the revenues, in participation with His Highness the Soubahdar of the Deccan, and those formerly possessed by Maharajah Senah Saheb Soubah, to the westward of the river Wurdah, ceded by the third Article of the Treaty of Deogaum, and the territory situated to the southward of the hills, on which are the forts of Nernullah and Gawilghur, and to the westward of the river Wurdah, stated by the fourth Article of the Treaty of Deogaum to belong to the British Government and its allies, shall belong in perpetual sovereignty to His Highness the Soubahdar of the Deccan, with the exception of the districts reserved to Senah Saheb Soubah in the fifth Article of the said Treaty of Deogaum.

ARTICLE 3.

All the forts, territories, and rights of Maharajah Dowlut Rao Sindia in the Doab, or country situated between the Jumna and Ganges, and all his forts, territories, rights, and interests in the countries which are to the northward of those of the Rajahs of Jeypore and Jodhpore, and of the Rana of Gohud, ceded by the second Article of the Treaty of Surjee Anjengaum, shall belong in perpetual sovereignty to the Honourable Company.

ARTICLE 4.

The fort of Baroach and territory depending thereon, ceded by the third Article of the Treaty of Surjee Anjengaum, shall belong in perpetual sovereignty to the Honourable Company.

ARTICLE 5.

The fort and city of Ahmednugger together with such part of the territory depending thereon as is ceded by the third Article of the Treaty of Surjee Anjengaum to the Honourable Company and its allies, shall belong in perpetual sovereignty to His Highness the Peishwa.

ARTICLE 6.

All the territories which belong to Maharajah Dowlut Rao Sindia before the commencement of the late war, situated to the southward of the hills called the Adjuntee Hills including the fort and district of Jalnapore, the town and district of Gandapore, and all other districts between that range of hills and the river Godavery, ceded by the fourth Article of the Treaty of Surjee Anjengaum to the Honourable Company and its allies, shall belong in perpetual sovereignty to His Highness the Soubahdar of the Deccan.

ARTICLE 7.

All cessions made to the Honourable Company by any Treaties which have been confirmed by the ninth Article of the Treaty of Surjee Anjengaum shall belong in perpetual sovereignty to the Honourable Company.

ARTICLE 8.

This Treaty consisting of eight Articles, being this day, the 17th of Mohurrum corresponding with the 28th of April, settled and concluded at Hyderabad by Major James Achilles Kirkpatrick, with His Highness the Nawab Ausuph Jah Meer Ukbur Ali Khan Bahadoor, Soubahdar of the Deccan, the said Major James Achilles Kirkpatrick has delivered to His said Highness a copy of the same, in English and Persian, under the seal and signature of the said Major James Achilles Kirkpatrick, and His Highness the Nawab Ausuph Jah Meer Akber Ali Khan Bahadoor has delivered to the said Major James Achilles Kirkpatrick another copy also in Persian and English bearing His Highness's seal and signature; and the aforesaid Major James Achilles Kirkpatrick has engaged to procure and deliver to His said

Highness without delay a copy of the same, duly ratified by His Excellency the Most Noble the Governor-General in Council, on the receipt of which by His said Highness the present Treaty shall be deemed complete and binding on the Honourable the English East India Company and His Highness, and the copy of it now delivered to His said Highness the Nawab Ausuph Jah shall be returned.

Done at Hyderabad this 28th day of April, Anno Domini 1804, or 17th day of Mohurrum, Anno Hegira, 1219.

J. A. Kirkpatrick,
Resident.

No. XIV.

Treaty between the Honourable East India Company and His Highness the Soubadar of the Deccan and his Children, Heirs, and Successors, for the further Confirmation of Friendship and Unity of Interests, concluded through the agency of Charles Theophilus Metcalfe, Esq., Resident at the Court of His said Highness, by virtue of full powers to that effect vested in him by His Excellency the Most Noble Francis, Marquis of Hastings, Knight of the Most Noble Order of the Garter, Knight, G.C., of the Most Honourable Order of the Bath, one of His Britannic Majesty's Most Honourable Privy Council, Governor-General in Council, appointed by the Honourable the Court of Directors of the said Honourable Company to direct and control all their affairs in the East Indies, and Commander-in-Chief of His Majesty's and the Honourable Company's Forces—1822.

Whereas certain rights, forts, and territories have come into the possession of the Honourable East India Company from the States of Nagpore and Holkar, and in consequence of the reduction and occupation of the dominions of the Peishwa, the following Articles of agreement for the settlement of the said rights, forts, and territories have been concluded by the said Honourable Company and His said Highness the Soubadar of the Deccan.

Article 1.

All former Treaties and engagements between the two States now in force and not contrary to the tenor of this Treaty shall be confirmed by it.

Article 2.

The arrears of all claims and demands of chout, and of all other claims whatever on the territories or government of His Highness the Nizam, due by His said Highness to the Peishwa are hereby declared to be extinguished, and His said Highness is released in perpetuity from the payment of all chout of every description on account of any part of his possessions.

ARTICLE 3.

His Highness the Nizam being desirous of possessing certain of the districts acquired by the late war on account of their situation within the exterior line of His Highness's frontier, the following exchanges of territory are hereby agreed upon for His Highness's benefit and the mutual convenience of the contracting parties.

ARTICLE 4.

The districts formerly belonging to the Peishwa as specified in the Schedule A, hereunto annexed, and estimated at the annual sum of Rupees 5,69,275-8 are hereby transferred in perpetual sovereignty to His Highness the Nizam.

ARTICLE 5.

The districts formerly belonging to the Rajah of Nagpore according to the Schedule B, hereunto annexed, and estimated at the annual sum of Rupees 3,13,743-8 together with the forts of Gawilghur and Narnulla, and the range of hills on which they are situated, shall belong in perpetual sovereignty to His said Highness.

ARTICLE 6.

The districts of Umber and Ellora, formerly belonging to Maharaja Mulhar Rao Holkar, and estimated at the annual sum of Rupees 1,89,373, shall also belong in perpetual sovereignty to His said Highness.

ARTICLE 7.

His Highness the Nizam on his part hereby cedes to the Honourable Company in perpetual sovereignty the whole of his rights and possessions situated on the west or right bank of the river Seena, according to the Schedule C, hereunto annexed, and also the whole of his rights and possessions situated within the district of Ahmednuggur as detailed in the said schedule, the whole being estimated at the annual sum of Rupees 4,31,785-3½.

ARTICLE 8.

His Highness the Nizam also cedes, for the purpose of their being transferred in perpetual sovereignty to the Rajah of Nagpore, the whole of his participated rights and possessions situated on the east or left bank of the river Wurdah, according to the Schedule D annexed to the present Treaty, and estimated to produce an annual revenue of Rupees 75,000.

ARTICLE 9.

Certain assignments of chout within the territory of His Highness the Nizam, to the estimated annual amount of Rupees one lakh and twenty thousand, having been guaranteed to Appa Dessaye and the Putwardhuns, His Highness the Nizam hereby agrees to pay the aforesaid sum annually to the Honourable East India Company in perpetuity.

ARTICLE 10.

His Highness the Nizam also engages to confirm and continue all enams and wurshasuns and all individual and charitable allowances of every description whatever which may have been granted either on the chout payable by His Highness to the Peishwa, or any portion of the districts formerly belonging to the Peishwa and now acquired by His said Highness under the fourth Article of the present Treaty, provided those grants shall have been in force at the breaking out of hostilities with the Peishwa in the month of November, 1817, and that the holders of them shall have performed the conditions prescribed in Mr. Elphinstone's proclamation,* dated the 11th of February 1818.

ARTICLE 11.

This Treaty consisting of eleven Articles, having been this day settled by Charles Theophilus Metcalfe, Esquire, with the Nawab Ausuph Jah Bahadoor, one copy

* SUBSTANCE of a MAHRATTA PROCLAMATION issued on the 11th of February 1818 by the HONOURABLE Mr. ELPHINSTONE, Sole Commissioner for the settlement of the territories conquered from the Peishwa.

From the time when Bajee Rao ascended the musnud his country was a prey to faction and rebellion, and there was no efficient government to protect the people. At length Bajee Rao was expelled from his dominions and took refuge in Bassein, where he was dependent on the bounty of Cundee Rao Rastia. At this time he entered into alliance with the British Government and was immediately restored to the full possession of his authority: the tranquillity that has been enjoyed since that period is known to all ranks of men. At Bajee Rao's restoration the country was laid waste by war and famine, the people were reduced to misery, and the Government derived scarcely any revenue from its lands; since then in spite of the farming system and the exactions of Bajee Rao's officers the country has completely recovered, through the protection afforded it by the British Government, and Bajee Rao has accumulated those treasures which he is now employing against his benefactors. The British Government not only protected the Peishwa's own possessions, but maintained his rights abroad, It could not without injury to the rights of others restore his authority over the Mahratta Chiefs, which had expired long before its alliance with him; but it paid the greatest attention to satisfy his admissible demands and succeeded, in spite of many difficulties, in adjusting some and putting others in a train of settlement. Among these were Bajee Rao's claims on the Guicowar. The British Government had prevailed on that Prince to send his prime minister to Poonah for the express purpose of settling those demands, and they were on the eve of adjustment, with great profit to the Peishwa, when Gungadhur Shastry, the Guicowar's vakeel, was murdered by Trimbuckjee Dainglia, the Peishwa's minister, while in actual attendance on his court and during the solemn pilgrimage of Punderpore. Strong suspicion rested on Bajee Rao, who was accused by the voice of the whole country; but the British Government, unwilling to credit such charges against a Prince and an ally, contented itself with demanding the punishment of Trimbuckjee. This was refused, until the British Government had marched an army to support its demands; yet it made no claim on the Peishwa for its expenses, and inflicted no punishment for his protection of a murderer: it simply required the surrender of the criminal; and on Bajee Rao's compliance, it restored him to the undiminished enjoyment of all the benefits of the alliance. Notwithstanding this generosity Bajee Rao immediately commenced on a new system of intrigues, and used every exertion to turn all the power of India against the British Government. At length he gave the signal of disturbances by fomenting an insurrection in his own dominions, and prepared to support the insurgents by open force. The British Government had then no remedy but to arm in turn. Its troops entered Bajee Rao's territories at all points and surrounded him in his capital before any of those with whom he had intrigued had time to stir. Bajee Rao's life was now in the hands of the British Government; but that Government moved by Bajee Rao's professions of gratitude for past favours and of entire dependence on its moderation, once more resolved to continue him on his throne, after imposing such terms on him as might secure it from his future perfidy. The principal of these terms was a commutation of the contingent which the Peishwa was bound to furnish, for money equal to the pay of a similar body of troops; and on their being agreed to, the British Government restored Bajee Rao to its friendship and proceeded to settle the Pindarees who had so long been the pests of the peaceable inhabitants of India, and of none more than the Peishwa's own subjects. Bajee Rao affected to enter with zeal into an enterprise so worthy of a great government, and assembled a large army on pretence

thereof has been delivered to the said Nawab and the Nawab on his part has delivered one copy of the same duly executed by himself to the aforesaid gentleman, who engages to procure and deliver to His Highness a copy of the same from His Excellency the Governor-General in every respect the counterpart to this executed by himself, after which the copy executed by the aforesaid gentleman shall be returned.

Signed, sealed, and exchanged at Hyderabad, 12th December, A. D. 1822, 27th Rubee-ul-Awul, A. H. 1238.

The Nizam's Seal.

C. T. METCALFE.
HASTINGS.
J. ADAMS.
J. FENDALL.
J. H. HARINGTON.

Ratified by the Governor-General in Council at Fort William in Bengal this 31st day of December 1822.

GEORGE SWINTON,
Secretary to Government.

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of cordially assisting in the contest; but in the midst of all his professions he spared neither pains nor money to engage the powers of Hindostan to combine against the British; and no sooner had the British troops marched towards the haunts of the Pindarees, than he seized the opportunity to commence war, without a declaration, and without even an alleged ground of complaint. He attacked and burned the house of the British Resident, contrary to the laws of nations and the practice of India, plundered and seized on peaceable travellers, and put two British officers to an ignominious death. Bajee Rao himself found the last transaction too barbarous to avow; but as the perpetrators are still unpunished and retain their command in his army, the guilt remains with him. After the commencement of the war, Bajee Rao threw off the mask regarding the murder of Gungadhur Shastry, and avowed his participation in the crime, by uniting his cause with that of the murderer. By these acts of perfidy and violence Bajee Rao has compelled the British Government to drive him from his musnud and to conquer his dominions. For this purpose a force is gone in pursuit of Bajee Rao, which will allow him no rest; another is employed in taking his forts; a third has arrived by the way of Ahmednuggur; and a greater force than either is now entering the Kandeish, under the personal command of His Excellency Sir Thomas Hislop. A force under General Munro is reducing the Carnatic, and a force from Bombay is taking the forts in the Concan, and occupying that country, so that in a short time no trace of Bajee Rao will remain. The Rajah of Sattara, who is now a prisoner in Bajee Rao's hands, will be released and placed at the head of an independent sovereignty, of such an extent as may maintain the Rajah and his family in comfort and dignity. With this view, the fort of Sattara has been taken, the Rajah's flag has been set up in it and his former ministers have been called into employment. Whatever country is assigned to the Rajah will be administered by him, and he will be bound to establish a system of justice and order: the rest of the country will be held by the Honourable Company. The revenue will be collected for the Government, but all property, real or personal, will be secured. All wuttun and enam (hereditary lands), wurshasun (annual stipends) and all religious and charitable establishments will be protected, and all religious sects will be tolerated, and their customs maintained, as far as is just and reasonable. The farming system is abolished. Officers shall be forthwith appointed to collect a regular and moderate revenue on the part of the British Government, to administer justice and to encourage the cultivators of the soil. They will be authorized to allow of remissions, in consideration of the circumstances of the times. All persons are prohibited paying revenue to Bajee Rao or his adherents, or assisting them in any shape. No reduction will be made from the revenue on account of such payments. Wuttundars, and other holders of land, are required to quit his standard and return to their villages within two months from this time. The zemindars will report the names of those who remain; and all who fail to appear in that time shall forfeit their lands, and shall be pursued without remission until they are entirely crushed.

All persons, whether belonging to the enemy or otherwise who may attempt to lay waste the country or to plunder the roads, will be put to death whenever they are found.

A.

Schedule of the districts formerly belonging to the Peishwa, and now transferred by the 4th Article of the annexed Treaty to His Highness the Nizam.

Oomurtehair	Total	5,69,275	8	0
Julgaum				
Wyezapoor Seorage				
Untoor Seorage				
22 Villages of Talook Rahisbone Seornije				
Dhabany Seorage				
Detached Villages				
Shewlee Peer				
Hirpoor Talokah				
Ghal Nandoor				
Sundry Villages				

B.

Schedule of the districts formerly belonging to the Rajah of Nagpore, and now transferred by the 5th Article of the annexed Treaty to His Highness the Nizam.

		Rs.	A.	P.
Akoal, Argaum, Wumais, Bhatooly, Kulkall		3,25,000	8	0
Deduct the revenue of Moongaum held by Sreedhur Pundit and Jeswunt Rao Ramchunder, half of the village Belkhaira held by Jeswunt Rao Ramchunder		11,257	0	0
	Total	3,13,743	8	0

C.

Schedule of the rights and possessions of His Highness the Nizam, situated on the west or right bank of the river Seena and within the district of Ahmednuggur, the whole of which are now transferred by the 7th Article of the annexed Treaty to the Honourable Company.

West of the Seena.

In the pergunnah of Mohul, Circar of Puraindа,—

The Kusbeh, etc.
Koorwullee, etc.
Phool Chircholee.
Wurwul.
Ram Higna, etc.

In the pergunnah of Raseen, Circar of Ahmednuggur,—

Koortee, etc.

In the pergunnah of Pandia, Circar of Pairgaum,—

Ahmednuggur.	Mentchgaum.
Saurergaum, etc.	Siraul, etc.

Loonee, etc.

In the pergunnah of Wangee, Circar of Purainda,—

Luhwa.	Kunder.
Krishbeh, etc.	Hitnowra.

In the pergunnah of Mundroop, Circar of Solapoor,—

Mundroop, etc.	Meeree, etc.

In the pergunnah of Taimbhoornee, Circar of Puraindar,—

Ahola, etc.	Hutgaum.
Wuralee.	Kusbeh of Taimbhoornee.

In the pergunnah of Chumargoonda, Circar of Ahmednuggur,—

Paleywarree, etc.	Saitphut.
Kurgut.	Korygaum.
Koondaiza.	Ghautgaum, etc.

In the pergunnah of Kunywulleet, Circar of Ahmednuggur,—

Kusbeh of Nandnuj.	Amba, Julgaum, etc.
Hurmulla.	Sogaum, etc.
Pargaum, etc.	Mamdgaum, etc.

In the pergunnah of Burdole, Circar and Soobah of Beejapoor,—

Tanklee, etc.	Part of the village of Mandra.
Jujjeesunnee, etc.	Codree Kunnoor.
Charchars, etc.	Choutee and other Ubwaubs granted to the Putwurdhuns.

In the pergunnah of Oondergaum, Circar of Purainda,—

Marra, etc.

In the pergunnah and Circar of Purainda,—

Koordoo and 19 other khalsa villages.	Oopla.
Badlonee and 11 other villages.	Papnasa.

WITHIN THE DISTRICT OF AHMEDNUGGUR.

In the pergunnah of Kurwah,—

Adulgaum.	Kolegaum.

In the pergunnah of Jamkhair,—

Kurdlah.	Sonegaum.
Jamkhair.	Sountany attached to the fort of Puraindа.
Loney.	Dhurrungaum.
Punpulgaum.	

In the turruff of Ranjungaum,—

Anguah.	Bhowsee.

In the talook of Khaim,—

Khaim.	Nimborry.

In the talook of Ahmednuggur,—

Kohrgaum.	Mandway.
Mreddurgaum.	Pargaum Kolhot.

Balwany.

In the pergunnah of Pangree,—

Bhatamray.	Chickroud.

In the Circar of Sungamnair,—

Rahlay.

In the pergunnah of Nawassa,—

Sallabutpoor	Sooltanpore.
Boorhampore.	Kurmore.
Hingangaum.	Koontaphul.
Chanday.	Tondoolee.
Lohorwarry.	Sallut Wurgong.
Dairhgaum.	Dewallamy.
Moreguhan.	Wankkree.
Ballypoonduree.	Mallwany.
Neembgaum.	Nimbay.
Prowrah Sungum.	Prekargaum.
Pathewully.	Khandlay Khaddlay.
Koorneet Sungway.	Amulnair.

	Rs.	A.	P.
Total within the district of Ahmednuggur and on the west bank of the river Seena	4,31,785	3	0¼

D.

Schedule of the participated rights and possessions of His Highness the Nizam situated on the east or left bank of the river Wurdah, and now ceded by His said Highness, according to the 8th Article of the annexed Treaty, for the purpose of being transferred to the Rajah of Nagpore.

		Rs.	A.	P.
In the pergunnah of Arweea,— Circar of Gaweil	Total .	75,000	0	0
In the pergunnah of Ashtee,— Circar of Gaweil				
In the pergunnah of Amnair,— Circar of Khavila				

G. Swinton,
Secretary to Government.

No. XV.

Engagement of 1831.

The friendship and union which have been so strongly and happily established from of old between the Honourable Company and the late Nawab Ausuph Jah Mozuffer-ool-Moomalik Nizam-ool-Moolk Nizam-ood-Dowlah Nawab Meer Ukbur Ali Khan Bahadoor Futteh Jung (whose soul is in Paradise) shall always continue on the same footing between His Highness Ausuph Jah Mozuffer-ool-Moomalik Nizam-ool-Moolk Nizam-ood-Dowlah Nawab Meer Furkhund Ali Khan Bahadoor, the eldest son and successor of the deceased Nawab, and the said Honourable Company.

All existing treaties, engagements, and relations that were contracted or established between the two States during the time of the late Nawabs Nizam-ool-Moolk Nawab Meer Nazim Ali Khan Bahadoor, and Nizam-ool-Moolk Nawab Meer Ukbur Ali Khan Bahadoor, shall remain in full force to all intents and purposes; accordingly the Right Honourable the Governor-General, on the part of the said Honourable Company, declares that the British officers are effectually bound by the engagements and treaties aforesaid, and that by the favour of God the stipulations of the said treaties and engagements shall be duly observed till the end of time. In assurance whereof the Governor-General has given in writing these few lines in the shape of an engagement.

Signed and sealed at Simla, on the twentieth day of September 1831, A. D., answering to the 13th Rubbee-oon-sanee 1247, A. H., and delivered in duplicate on the 17th day of October 1831, by Major J. Stewart, Resident at the Court of Hyderabad, to His Highness Nawab Ausuph Jah Mozuffer-ool-Moomalik Meer Furkhund Ali Khan Bahadoor Futteh Jung, Nizam of Hyderabad.

W. Bentinck.

H. T. Prinsep,
Secretary.

No. XVI.

Treaty with the Nizam, dated the 21st May 1853.

Treaty between the Honourable the English East India Company and His Highness the Nawab Nizam-ool-Moolk Ausuph Jah Bahadoor, settled by Colonel John Low, C.B., Resident at the Court of His Highness, by virtue of full powers to that effect vested in him by the Most Noble James Andrew, Marquis of Dalhousie, Knight of the Most Ancient and Most Noble Order of the Thistle, one of Her Majesty's Most Honourable Privy Council, and Governor-General, appointed by the Honourable Company, to direct and control all their affairs in the East Indies.

Whereas friendship and union have subsisted for a length of time between the Honourable East India Company and His Highness the Nawab Nizam-ool-Moolk

Ausuph Jah Bahadoor, and have been cemented and strengthened by treaties of general defence and protection; and whereas in the lapse of time many changes in the condition of Princes and neighbouring States have taken place by reason of which it has now become expedient to revise the military arrangements that were formerly agreed upon for the fulfilment of the said Treaties; and whereas differences and discussions have for some time existed between the contracting parties regarding the adjustment of charges connected with portions of the military arrangements subsisting between the States; and whereas it is fit and proper, and for the mutual advantage of both powers, that such differences should now be finally settled, and that the recurrence of such discussions, which tend to disturb the friendship and harmony of the contracting parties, should effectually be prevented: wherefore the Honourable East India Company and His Highness the Nawab Nizam-ool-Moolk Ausuph Jah Bahadoor have agreed upon the following Articles of a Treaty between the States:—

ARTICLE 1.

The peace, union, and friendship so long subsisting between the Honourable East India Company and His Highness the Nawab Nizam-ool-Moolk Ausuph Jah Bahadoor shall be perpetual; the friends and enemies of either shall be the friends and enemies of both; and the contracting parties agree that all the former Treaties and agreements between the two States now in force, and not contrary to the tenor of this engagement, shall be confirmed by it.

ARTICLE 2.

The subsidiary force, which for general defence and protection has been furnished by the Honourable East India Company to His Highness the Nizam, shall be continued, and shall consist, as heretofore, of not less than eight battalions of sepoys, and two regiments of cavalry, with their requisite complement of guns, and European artillerymen, fully equipped with warlike stores and ammunition.

Unless with the express consent of His Highness, there shall never be less than five regiments of infantry, and one of cavalry (with a due proportion of artillery) of the said subsidiary force stationed within the territories of His Highness, and the residue of such subsidiary force shall at all times be brought into His Highness's territories without delay, on His Highness making requisition therefor.

The said subsidiary force shall be employed when required to execute services of importance, such as protecting the persons of His Highness, his heirs and successors, and reducing to obedience all rebels and exciters of disturbance in His Highness's dominions; but it is not to be employed on trifling occasions, or like sebundee, to be stationed in the country to collect revenue.

ARTICLE 3.

The Honourable East India Company further agrees that in lieu of His Highness's present contingent, it shall maintain for His Highness, his heirs and successors, an auxiliary force which shall be styled the "Hyderabad Contingent,"

according to the provisions for the maintenance of that force which are detailed in 6th Article of this Treaty.

It shall consist of not less than five thousand infantry and two thousand cavalry with four field batteries of artillery. It shall be commanded by British officers fully equipped and disciplined and controlled by the British Government, through its representative the Resident at Hyderabad.

Whensoever the services of the said contingent may be required, they shall be afforded at all times to His Highness the Nizam, fully and promptly, throughout his whole dominions. If rebellion or disturbance shall be excited, or if the just claims and authority of His Highness shall be resisted, the said contingent, after the reality of the offence shall have been duly ascertained, shall be employed to reduce the offenders to submission.

ARTICLE 4.

As the interests of the two States have long been identified, it is further mutually agreed that if disturbances shall break out in the districts belonging to the Honourable East India Company, His Highness the Nizam shall permit such portions of the subsidiary force as may be requisite, to be employed in quelling the same within the said districts. In like manner, if disturbances shall break out in any part of His Highness's dominions contiguous to the territories of the Honourable East India Company, to which it might be inconvenient, owing to the distance from Hyderabad to detach any portion of the subsidiary force, the British Government, if required by His Highness the Nizam, shall direct such portions of its troops as may be most available to assist in quelling the disturbances within His Highness's dominions.

ARTICLE 5.

In the event of war His Highness the Nizam engages that the subsidiary force, joined by the Hyderabad Contingent, shall be employed in such manner as the British Government may consider best calculated for the purpose of opposing the enemy, provided that two battalions of sepoys shall always remain, as settled by former Treaties, near to the capital of Hyderabad; and it is also hereby agreed that, excepting the said subsidiary and contingent forces, His Highness shall not under any circumstances be called upon to furnish any other troops whatsoever.

ARTICLE 6.

For the purpose of providing the regular monthly payment to the said contingent troops and payment of Appa Dessaye's chout, and the allowances to Muhiput Ram's family, and to certain Mahratta pensioners, as guaranteed in 10th Article of the Treaty of 1822, and also for payment of the interest at six per cent. per annum of the debt due to the Honourable Company, so long as the principal of that debt shall remain unpaid, which debt now amounts to about fifty lakhs of Hyderabad Rupees the Nizam hereby agrees to assign the districts mentioned in the accompanying Schedule marked A, yielding an annual gross revenue of about fifty lakhs of Rupees, to the exclusive management of the British Resident for the

time being at Hyderabad, and to such other officers, acting under his orders, as may from time to time be appointed by the Government of India to the charge of those districts.

ARTICLE 7.

By the 12th Article of the Treaty of 1800 the British Government can in time of war call upon that of His Highness the Nizam to furnish nine thousand cavalry and six thousand infantry to accompany the British troops in the field; the present Hyderabad Contingent, which is to be maintained at all times (whether in peace or war), is accepted as an equivalent for the larger body of troops above specified to be furnished in time of war; and it is accordingly hereby declared that the Nizam shall not be called upon at any time by the British Government to furnish any other troops but those of the subsidiary force and the Hyderabad Contingent, and that part of the 12th Article of the Treaty of 1800, which requires the Nizam to furnish nine thousand cavalry and six thousand infantry is accordingly hereby annulled.

ARTICLE 8.

The districts mentioned in Schedule A are to be transferred to Colonel Low, C.B., the Resident, immediately that the ratified Treaty shall be received from Calcutta; and that officer engages on the part of the British Government, that the Resident at the Court of Hyderabad for the time being shall always render true and faithful accounts every year to the Nizam of the receipts and disbursements connected with the said districts, and make over any surplus revenue that may exist to His Highness, after the payment of the contingent and the other items detailed in Article 6 of this Treaty.

ARTICLE 9.

This Treaty, consisting of nine Articles, being this day concluded and settled by Colonel John Low, C.B., on behalf of the Honourable the English East India Company, with the Nawab Nizam-ool-Moolk Ausuph Jah Bahadoor, Colonel Low has delivered one version thereof, in English and Persian, signed and sealed by himself, to the Nawab, who on his part has also delivered one copy of the same to Colonel Low, duly executed by His Highness; and Colonel Low hereby engages to deliver a copy of the same to His Highness the Nizam, duly ratified by the Governor-General in Council, within thirty days from this date.

Signed, sealed, and exchanged at Hyderabad, 21st May A. D. 1853; 12th Shaban A. H. 1269.

J. LOW, *Colonel,*
Resident at Hyderabad.

The initials of the Nizam.

DALHOUSIE.
J. LOWIS.
J. DORIN.

Ratified by the Most Noble the Governor-General of India in Council at Fort William in Bengal on the 8th June 1853.

C. ALLEN,
Secy. to the Govt. of India.

A.

Schedule of Districts in Berar, Payen Ghat, the Raichore Doab, and borders of the Sholapore and Ahmednuggur Collectorates, Bombay Presidency, transferred to the management of the British Resident at Hyderabad, agreeably to the provisions of the 6th Article of the Treaty of 1853 (Fuslee 1263), entered into by the Honourable East India Company with His Highness the Nizam.

The Districts in Berar, Payen Ghat, transferred to British management are those lying to the north of the range of the hills which extends from Adjuntah on the west, to Woon, near the Wurdah, on the east. Any villages not named underneath, within the above-mentioned boundary, will be included hereafter among those transferred to the management of the British Resident at Hyderabad—

PERGUNNAH.

	Rs.
Ankola	1,24,944
Dhianda	1,33,844
Baragaon	17,381
Thoogaon	61,425
Kurar Balughat	2,250
Posud ditto	17,158
Argaon	10,000
Nursee Balughat	73,129
Mahore ditto	14,360
Chichole ditto	12,722
Larkhair	4,556
Yawuk, *alias* Yawuth Mahal	2,287
Kulum	2,510
Chiknee	2,501
Mahagaon	11,370
Nargaon	975
Balagaon	8,750
Pundur Kowra	2,000
Bokshee Kheir	2,000
Wunmaidee	28,033
Munba	12,000
Boodnara Pooljee	32,068
Boonkee	2,702
Dhamodee, *alias* Dhamoree	18,923
Gooboo	6,000
Bowenbir	*14,000
Julka	*3,000
Seerala	10,000
Pooda	*5,000
Urgaon (small)	*1,500
Akote	77,000
Carried over	7,14,388

	Rs.
Brought forward	7,14,388
Urgaon	1,25,000
Julgaon	97,000
Jamodee	35,155
Morsee	36,000
Pala	3,000
Malghat	15,000
Dhoolghat	2,401
Soongaon	7,500
Moondgrum	1,500
Juroor	9,000
Karla	8,020
Bhailkheira	2,563
Oomrawutee	58,442
Pathore Shaikh Baboo	15,881
Barsee Taklee	12,076
Babun	3,881
Nandgaon	18,592
Pathooda	24,001
Punjur	16,682
Peepulgaon Raja	37,946
Buneirabeebee	37,759
Kolapoor	33,807
Thulagaon	21,173
Tiktal	3,500
Lakpooree	2,401
Raoja	1,500
Buroor	90,394
Soorli	2,991
Unjingaon Baree	2,918
Seereeala, *alias* Teerala	7,014
Carried over	7,33,007

PERGUNNAH—*concluded.*

	Rs.		Rs.
Brought forward	7,33,097	Brought forward	8,76,663
Nowsaree	1,036	Hewur Kheir	22,601
Bukee	1,468	Amnair	6,855
Elichpoor	1,00,000	Sirisgaon	19,189
Kuruchgaon	1,00,000	Danapoor	75,000
Unjingaon	1,05,219	Manna	22,000
Dharoor	20,000	Girowlee	10,000
Akoli	*6,500	Koorum	18,000
Bulgaon	*5,000	Moortuzapoor	45,000
Budneragungaee	59,843	Mungaloor Pir	40,000
Punchgawar	30,371	Koora	45,000
Salood	23,912	Mungaloor Dustigeer	12,000
Papoo, *alias* Papul	7,911	Kusba Korum Kheir, etc.	8,708
Punjmahagaon	51,921	Dhumej, etc.	5,320
Reithpoor	61,710	Assulgaon	10,105
Chinchono	11,139	Akote	9,000
Khed Beloora	14,910	Balapoor	2,41,275
Seeona	14,820	Mulkapoor	51,319
Banoda	17,855	Raichore	2,499
Bathkolee	38,596	Rajoora	3,742
Pathroto	1,37,932	Rohenkheir	2,491
Malkheira	10,871	Chandore	20,727
Palus Kheir	10,011	Nandoora	9,846
Sawurgaon Takiee	2,500	Nundgaon	3,736
Neir Pursoopundit	8,360	Jeypoor	4,146
Nandgaon Kazee	13,263	Koklee	990
Davikota	3,226	Devulghat	17,955
Dhamunko	2,899	Darsangvee	6,159
Parsolee	2,200	Daria	17,436
Manjurkheir	8,525	Karinjabeebee	23,535
Oomrawutee Ranee	4,065	Karee Dhamini	14,297
		Kamurgaon	2,230
Carried over	8,76,663	Total	30,95,309
Deduct amount of personal jaghires marked thus*			35,000
		Total Rs.	30,60,309

The above amount is exclusive of deh sadur, roosooms, muktas, yeomeeas, enams, and all charitable allowances, hitherto held, which will only be paid to the several claimants after they have established their rights by the production of proper Sunnuds or other official documents acknowledged to be correct by the Nizam's Government.

Districts in the Raichore Doab transferred to the management of the British Resident the boundaries of which are the river Krishna and Toombuddrah on the north, south, and east, and the Honourable Company's frontier belonging to the Bombay Presidency on the west. Any talookas or villages not named underneath, within the above-mentioned boundary, will be included hereafter among those transferred to the management of the British Resident at Hyderabad.

		Rs.
Pergunnah	Deodoorg, etc., and the talooka of Kadloor, etc.	1,07,872
The Gudwal Peshkush		1,15,000
Pergunnah	Huvellee, Raichore, etc., Mahalat	3,95,380
Ditto	Kanghery, etc., and Gooboor and Tharana	2,22,280
Ditto	Koopul, etc.	1,84,887
Ditto	Moodkee and Moodgul	59,063
Ditto	Gungawuttee	66,860
	Total	11,51,342

No claims in these districts will be allowed for personal jaghires hitherto held till the rights to the same shall have been established by the production of proper Sunnuds or other official documents acknowledged to be correct by the Nizam's Government.

The above rule is also applicable to roosooms, muktas, yeomeeas, enams, and all charitable allowances.

Districts on His Highness's Western Frontier bordering on the Honourable Company's Bombay Collectorates of Ahmednuggur and Sholapore.

I.—The sixteen villages in the Beer district, on the boundaries of the Jamkhair talooka, in the Honourable Company's territory, namely :—

	Revenue. Rs.	a.	p.
Karégaon	902	11	3
Hutola	773	14	6
Khoptee	574	5	6
Bhudkul	740	5	6
Morala	1,595	13	0
Meenda	374	7	0
Warjur	1,189	0	0
Roopoor	104	8	6
Kotun	1,965	4	0
Carried over	8,220	5	3
Brought forward	8,220	5	3
Seerapoor Dhomala	1,417	15	0
Bitelha	1,452	3	9
Bawee	505	0	0
Jam	292	0	0
Vurnee	624	3	0
Madmapoor	232	10	0
Vadoli	436	11	0
Total	13,181	0	0

II.—All the villages in the districts of—

Katee.
Mardee.
Peranda.
Dharaseo.
Bhoom.
Kullum.
Nuldoorg.
Tooljapoor.
Lohara.
Gunjotee.
Alund.
Afzulpore.
Latoor.

And which districts are within the boundaries on the north and east of the Manjira, on the west on the Honourable Company's territory in the Ahmednuggur and Sholapore Collectorates of the Bombay Presidency, on the south of the Bheema, and on the east in as direct a line as can possibly be drawn between the town of Nittoor on the Manjira, and Afzulpore on the Bheema, yielding a gross revenue of about eight lakhs of Rupees per annum, exclusive of personal jaghires, yeomeeas, roosooms, and charitable allowances.

No claims on these districts will be allowed for personal jaghires hitherto held till the rights to the same shall have been established by the production of proper Sunnuds or other official documents acknowledged to be correct by the Nizam's Government.

The above rule is also applicable to roosooms, yeomeeas, enams, and all charitable allowances.

The talookas detailed hereafter, belonging to Surf-i-Khas, and the noblemen mentioned underneath, will be left to the revenue management of the officers appointed for that purpose by the Hyderabad Government.

Berar.

Surf-i-khas Talookas.

	Rs.		Rs.
Budnera Gungaee	59,843	Brought forward	2,61,717
Puchgohan	30,371	Seeona	14,820
Salood	23,912	Bunoda	17,855
Papoo, *alias* Papul	7,911	Bath Kolee	38,596
Punj Mahagaon	51,921	Pathrot	1,37,932
Reithporo	61,710	Malkheira	10,871
Chinchona	11,139	Palas Kheira	10,011
Khedbelloora	14,910	Total	4,91,802
Carried over	2,61,717		

Jaghire Talookas belonging to Seraj-ool-Moolk Bahadoor.

	Rs.		Rs.
Dhureeapoor	75,000	Brought forward	1,25,000
Manna	22,000	Moortezapoor	45,000
Garowlee	10,000	Mungaloor Dustigeer	12,000
Keorum	18,000	Mungaloor Pir	40,000
		Kora	45,000
Carried over	1,25,000	Total	2,67,000

Doab Talookas.

Belonging to Surf-i-khas.

	Rs.
Mooshkee and Woodgul	59,063
Total	8,17,865

Talookas on the west of His Highness the Nizam's Territories, bordering on the Collectorates of Ahmednuggur and Sholapore.

SURF-I-KHAS.

Villages in the Lohara Talooka.
" " Gunjotee "
" " Alund "
Shums-ool-Oomrah Bahadoor's Talooka of Afzulpor.

In lieu of the deficiency in the originally estimated value of the western districts bordering on the Sholapore and Ahmednuggur Collectorates, transferred to British management, also in lieu of certain Surf-i-khas villages in the Valley of Berar, inserted in the preceding lists, and the jaghire of Bhom, belonging to Rajah Urjoon Bahadoor, all as detailed below.

DETAIL.

		Rs.
Deficiency in the estimated amount of gross revenue in the Western Districts		4,58,506

SURF-I-KHAS.

Names of Villages.

	Rs.	
Pandarkoora	2,000	
Mombhar	12,000	
Pergunnah Budnara Pooljee	32,068	
Savurgaon Taklee	2,500	
		48,568
Pergunnah Bhom, Rajah Urjoon Bahadoor		41,100
	Total	5,48,174

His Highness the Nizam transferred to the management of the British Resident at Hyderabad the talookas mentioned underneath in the Province of Balaghat, Berar.

LIST.

	Rs.
Pergunnah Mehkur	38,339
Ditto Sindkhair	17,588
Ditto Mulkapoor Pangree	11,350
Ditto Seoolee	13,451
Ditto Lonhar	8,937
Ditto Wakhud	5,159
Ditto Gatpooree	6,279
Ditto Karoomatergaon	7,511
Ditto Futeh Khelda	27,666
Muoje Kopta	722
Kusba Dondgaon	4,109

	Rs.
Sayur, etc., of the above Mahalat	7,563
Pergunnah Bassim	60,891
Ditto Ounda	20,197
Ditto Sirpoor	22,857
Mouza Moongla	1,286
Pergunnah Kulumnooree	38,770
Ditto Oomurkhair	89,208
Ditto Tamsa	15,054
Ditto Munnata	8,171
Ditto Sewala	24,515
Ditto Patchlagaon	8,470
Ditto Nandapoor { 10,981 / 15,619 }	26,600
Kusba Seogaon	1,731
Muoje Chickultana, Pergunnah Chartana	829
Ditto Dawulgaon, Pergunnah Lohgaon	1,848
Ditto Umolee, and other villages, Pergunnah Kooror	5,142
Ditto Dhar	8,012
Ditto Leh, etc.	1,869
Ditto Koorurgaon	5,000
Ditto Salapoor, Pergunnah Patree	14,000
Villages in the Pergunnah of Kurar	6,656
Ditto Talooka Kurar	6,000
Mouza Chandoor, Pergunnah Sirpoor	438
Ditto Untolee, and other villages of Pergunnah Chintoo	4,895
Ditto Davulgaon, Pergunnah Sindkhair	2,345
Pergunnah Unsing	6,159
Ditto Keesoor	12,257
Ditto Darsoor, with villages	6,079
Mouza Kunaut	650
Total	5,48,601

List of Pergunnahs, Kusbas, and Muojes in Balaghat, Berar, agreeably to their estimated value in Schedule A, of a Treaty between the Honourable East India Company and His Highness the Nizam, ratified on the 13th June 1853, which have been restored to His Highness the Nizam's immediate authority in accordance with instructions conveyed in a despatch from the Government of India, No. 4409, dated the 18th of October 1853.

	Rs.
Pergunnah Oomur Khair	89,208
Ditto Kulumnooree	38,770
Ditto Nandapoor	26,600
Ditto Sewala	24,515
Ditto Ounda	20,197
Ditto Tamsa	15,055
Ditto Munnata	8,171
Ditto Chicole	12,722
Ditto Mahagaon	11,370
Ditto Patchlagaon	8,470

	Rs.
Muoje Dhar	8,012
Ditto Leh, etc.	1,867
Kusba Seogaon	1,731
Pergunnah Kurar	2,250
Villages, Pergunnah Kurar	6,656
Ditto Talooka Kurar	6,000
Muoje Salapoor, Pergunnah Patree	14,000
Ditto Koorurgaon	5,000
Ditto Untolee, and other villages of Pergunnah Chintore	4,895
Ditto Chickultana, Pergunnah Chartana	829
Ditto Ursolee, and other villages of Pergunnah Kooror	5,142
Ditto Moongla, Pergunnah Sirpoor	1,286
Ditto Chandoor ditto	438
Total	3,13,183

Dated at Hyderabad, 22nd November 1853 (20th Suffur 1270).

C. DAVIDSON,
Officiating Resident.

No. XVII.

SUPPLEMENTAL TREATY between HER MAJESTY the QUEEN of GREAT BRITAIN on the one part, and HIS HIGHNESS the NAWAB UFZUL-OOD-DOWLAH NIZAM-OOL-MULK AUSUPH JAH BAHADOOR, on the other part, settled by LIEUTENANT-COLONEL CUTHBERT DAVIDSON, C.B., RESIDENT at the COURT of HIS HIGHNESS, by virtue of full powers to that effect vested in him by HIS EXCELLENCY the RIGHT HONOURABLE CHARLES JOHN, EARL CANNING, G.C.B., VICEROY and GOVERNOR-GENERAL OF INDIA, and one of HER MAJESTY'S MOST HONOURABLE PRIVY COUNCIL—1860.

Whereas it will be for the convenience of both the contracting parties to the Treaty of 1853 and will simplify the relations of the two Governments, if certain modifications of that Treaty are made, and whereas certain matters not dealt with in that Treaty call for adjustment between the two contracting parties, and whereas it is the desire of the Governor-General in Council to give all possible solemnity to certain acts marking the high esteem in which His Highness the Nizam is held by Her Majesty the Queen, therefore the following Articles have been agreed upon and determined between the Viceroy and Governor-General on behalf of Her Majesty, and the Nawab Ufzul-ood-Dowlah Nizam-ool-Moolk Ausuph Jah Bahadoor.

ARTICLE 1.

All Treaties and engagements between the two States and not contrary to the tenor of this engagement are hereby confirmed by it.

ARTICLE 2.

The Viceroy and Governor-General in Council cedes to His Highness the Nizam in full sovereignty the territory of Shorapore.

ARTICLE 3.

The debt of about fifty (50) lakhs of Hyderabad Rupees due by the Nizam to the British Government is hereby cancelled.

ARTICLE 4.

His Highness the Nizam agrees to forego all demand for an account of the receipts and expenditure of the Assigned Districts for the past, present or future. But the British Government will pay to His Highness any surplus that may hereafter accrue after defraying all charges under Article 6 and all future expenses of administration, the amount of such expenses being entirely at the discretion of the British Government.

ARTICLE 5.

The Viceroy and Governor-General in Council restores to His Highness the Nizam all the Assigned Districts in the Raichore Doab, and on the western frontier of the dominions of His Highness adjoining the Collectorate of Ahmednuggur and Sholapore.

ARTICLE 6.

The districts in Berar already assigned to the British Government under the Treaty of 1853, together with all the Surf-i-Khas talooks comprised therein, and such additional districts adjoining thereto as will suffice to make up a present annual gross revenue of thirty-two (32) lakhs of Rupees currency of the British Government, shall be held by the British Government in trust for the payment of the troops of the Hyderabad Contingent, Appa Dessaye's chout, the allowance to Mohiput Ram's family, and certain pensions mentioned in Article 6 of the said Treaty.

ARTICLE 7.

The Surf-i-Khas talooks and additional districts mentioned in the foregoing Article are to be transferred to the Resident as soon as this Treaty is ratified.

ARTICLE 8.

His Highness the Nizam cedes to the British Government in full sovereignty all the possessions of His Highness on the left bank of the river Godavery and of the river Wyne Gungah above the confluence of the two rivers, *viz.*, the talooks of Rakapilly, Buddrachellum, Cherla, Albaka, Noogoor, and Sironcha.

ARTICLE 9.

The navigation of the river Godavery and its tributaries, so far as they form the boundary between the two States, shall be free, and no customs duties or other

cesses shall be levied by either of the two contracting parties, or by the subjects of either, on goods passing up or down the aforesaid rivers.

ARTICLE 10.

This Treaty, consisting of ten Articles, being this day concluded and settled by Lieutenant-Colonel Cuthbert Davidson, C.B., on behalf of the Viceroy and Governor-General of India, with the Nawab Ufzul-ood-Dowlah Nizam-ool-Moolk Ausuph Jah Bahadoor, Lieutenant-Colonel Cuthbert Davidson has delivered one version thereof in English and Persian, signed and sealed by himself, to the Nawab who on his part has also delivered one copy of the same to Lieutenant-Colonel Davidson duly executed by His Highness; and Lieutenant-Colonel Davidson hereby engages to deliver a copy of the same to His Highness the Nizam duly ratified by the Viceroy and Governor-General within thirty days from this date, when this copy herewith signed and sealed by the British Resident will be returned.

Signed, sealed, and exchanged at Hyderabad on the twenty-sixth day of December A. D. 1860, 12th Jummadee-sanee 1277 Hegira.

CUTHBERT DAVIDSON,
Resident.

CANNING.

Ratified by His Excellency the Viceroy and Governor-General of India, in Camp at Amerpattan, on the 31st day of December 1860.

A. R. YOUNG,
Offg. Secy. to the Govt. of India.

No. XVIII.

TRANSLATION of a NOTE from the MINISTER to the RESIDENT, dated 13th August 1860—24th Mohurrum 1277.

Your note of yesterday's date, No. 1216, regarding land required for the Railway and Irrigation Companies in the Raichore Doab District has been received. Agreeably to your proposal the lands requisite for the above purposes between Pangtoor and Kurnool, and in the Moodgul District, will be granted by this Circar if the Raichore Doab is restored to His Highness. I beg to add that all cowls and agreements which have been entered into by the District Officers in the districts will be adhered to and respected during the period which they have yet to run.

No. XIX.

TRANSLATION of a SUNNUD from the NIZAM'S GOVERNMENT, dated 30th Zehidge 1277 Hegira (10th July 1861).

Whereas many Europeans, foreigners and others, descendants of Europeans, and born in India, are resident in the territory of His Highness the Nizam; and as disturbances arise amongst themselves and the inhabitants of the said territory; it is hereby made known by the Nizam's Government that, in the event of any dissension or dispute arising among the classes aforenamed within the said territory, except those employed by this Circar and its dependants, the Resident at Hyderabad, or other officer or officers whom he may from time to time consider it desirable to vest with the same, shall be empowered to enquire into and punish any such offences.

No. XX.

ADOPTION SUNNUD granted to HIS HIGHNESS THE NIZAM OF HYDERABAD—1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their Houses should be continued; I hereby, in fulfilment of this desire, convey to you the assurance that on failure of natural heirs any successions to the Government of your State, which may be legitimate according to Mahomedan law, will be upheld.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, Grants or Engagements which record its obligations to the British Government.

Dated 11th March 1862. CANNING.

No. XXI.

EXTRADITION TREATY between HER MAJESTY the QUEEN of GREAT BRITAIN and HIS HIGHNESS THE NAWAB UFZUL-OOD-DOWLAH NIZAM-OOL-MOOLK ASUF JAH BAHADOOR, G.C.S.I., executed by RICHARD TEMPLE, ESQ., C.S.I., RESIDENT at the COURT of HYDERABAD, by virtue of full powers vested in him by HIS EXCELLENCY the RIGHT HON'BLE SIR JOHN LAIRD MAIR LAWRENCE, BARONET, G.C.B. and G.C.S.I., VICEROY and GOVERNOR-GENERAL of INDIA, on the one part, and SIR SALAR JUNG MOOKHTAR-OOL-MOOLK BAHADOOR, K.C.S.I., by virtue of full powers vested in him by HIS HIGHNESS the NAWAB UFZUL-OOD-DOWLAH NIZAM-OOL-MOOLK ASUF JAH BAHADOOR, G.C.S.I., on the other part—1867.

ARTICLE 1.

The two Governments hereby agree to act upon a system of strict reciprocity, as hereinafter mentioned.

ARTICLE 2.

Neither Government shall be bound in any case to surrender any person not being a subject of the Government making the requisition. If the person claimed

should be of doubtful nationality, he shall, with a view to promote the ends of justice, be surrendered to the Government making the requisition.

ARTICLE 3.

Neither Government shall be bound to deliver up debtors or civil offenders, or any person charged with any offence not specified in Article 4.

ARTICLE 4.

Subject to the above limitations, any person who shall be charged with having committed within the territories belonging to, or administered by, the Government making the requisition any of the undermentioned offences, and who shall be found within the territories of the other, shall be surrendered :—The offences * are, mutiny, rebellion, murder, attempting to murder, rape, great personal violence, maiming, dacoity, thuggee, robbery, burglary, knowingly receiving property obtained by dacoity, robbery, or burglary, thefts of property exceeding 100 Rupees in value, cattle-stealing, breaking and entering a dwelling-house and stealing therein, setting fire to a village, house, or town, forgery, or uttering forged documents, counterfeiting current coin, knowingly uttering base or counterfeit coin, embezzlement, whether by public officers or other persons, and being an accessory to any of the abovementioned offences.

ARTICLE 5.

In no case shall either Government be bound to surrender any person accused of any offence, except upon requisition duly made by, or by the authority of, the Government within whose territories the offence shall be charged to have been committed, and also upon such evidence of criminality as, according to the laws of the country in which the person accused shall be found, would justify his apprehension and sustain the charge if the offence had been there committed.

ARTICLE 6.

The above Treaty shall continue in force until either one or the other of the high contracting parties shall give notice to the other of its wish to terminate it, and no longer.

ARTICLE 7.

All existing engagements and agreements shall continue in full force.

Signed, sealed, and exchanged at Hyderabad on the eighth day of May in the year of our Lord one thousand eight hundred and sixty-seven.

Mookhtar-ool-Moolk.

R. TEMPLE,
Resident.

Ratified this day.

JOHN LAWRENCE,
Governor-General.

SIMLA;
The 25th May 1867.

W. MUIR,
Secy. to Govt., Foreign Dept.

* The offence of kidnapping and abduction was subsequently added to this list in correspondence with the Nizam's Government (*see* letter from Resident, Hyderabad, No. 133, dated 18th March 1884).

No. XXII.

MEMORANDUM of TERMS of an AGREEMENT entered into between the BRITISH GOVERNMENT and the GOVERNMENT of HIS HIGHNESS the NIZAM for the construction of a RAILWAY from the GREAT INDIAN PENINSULAR RAILWAY near GOOLBURGA to HYDERABAD—1870.

The Government of the Nizam will, with the aid of the shareholders in the Railway, as already arranged, provide all the capital required for the construction, maintenance and working of the Railway, including provision of land and payment of necessary compensation, survey, and so forth. the whole cost of which is now estimated at about one crore of British Rupees, the supply of all requisite rolling-stock and other equipments being included.

2. The British Government engages to construct and manage the Railway through the Resident at Hyderabad in behalf of the Nizam's Government on the following conditions.

3. The preparation of the project for the Railway, and the estimates which have been already begun, shall be completed as soon as practicable, under the orders of the Resident. The plans and estimates shall be submitted for the consideration of the Minister of the Nizam, who shall be at liberty to offer his opinions and suggestions thereon. The Resident will forward the project and estimate with the remarks of the Minister and his own opinions to the Government of India, which will determine all questions arising as to the proposals put forward.

4. The Resident will commonly correspond direct with the Government of India and issue any needful orders as to the Railway as occasion may arise. But on matters of importance he will not refer to the Government of India or issue orders, unless in case of great urgency, without consulting the Minister, who will promptly express his opinion on the question at issue. The Minister will also at all times communicate to the Resident on any matter relating to the Railway to which he shall desire to draw attention. All such communications and their results shall be reduced to writing and recorded.

5. The Nizam's Government will not issue any orders regarding the Railway to any officers or servants employed on the line, but all necessary communications will be made through the Resident or such officers as he shall appoint for this purpose. Summonses will be dealt with as is usual in such cases.

6. The Resident in carrying out the business connected with the Railway will exercise the same control over the Engineers and other persons employed on it as he exercises over other officers and persons employed in like duties within his administrative jurisdiction.

7. All the Engineers and other persons employed on the Railway will be appointed under the Resident or by him in the manner customary in the Public Works Department, but they shall be regarded as servants of the Nizam's Government. The employment of all Europeans will be subject to the reservations made in the Treaties between the two Governments, and European British subjects employed on the Railway will be dealt with in accordance with the rules existing from time to time for dealing with such persons in Foreign States.

8. Any persons in the regular service of the British Government transferred for employment on the Railway shall have preserved to them the claims for leave, absentee allowances and pension, etc., which they had while in the service of the British Government, and the Nizam's Government will make suitable arrangements to meet the payments for salaries and a proper proportionate contribution for leave, allowances and pensions of such persons.

9. The Railway Police shall be established on the same system as on the part of the Great Indian Peninsula Railway in the Nizam's territories, and shall be placed under the general control and direction of the Resident.

10. The general Railway Act applicable to Railways in British India shall be made applicable to the Railway and its management as far as circumstances will admit.

11. Regular yearly or half-yearly Judicial Returns of all cases dealt with in connection with the Railway shall be furnished to the Minister.

12. The accounts of the construction and working of the Railway shall be kept in Halee Sicca currency, and in the general manner adopted on the Railways of the British Government. Half-yearly accounts will be furnished to the Minister in such form as shall be agreed between him and the Resident.

13. Half-yearly or yearly Returns of the working of the Railway and of the traffic will be prepared as customary on British Railways and furnished to the Minister together with the income, whatever it may be, every six months, the Minister advancing from time to time such sums as the Resident may require for the payment of establishments and the maintenance and working of the Railway.

14. The stores and materials obtained from England for the Railway will be charged to the Nizam's Government on the same system that is followed in making similar charges for the Railways of the British Government; and the payments will be held to be due when the charges are so made in the accounts. The payments will be made at Hyderabad at the ordinary rate of exchange fixed from time to time for other transactions between the two Governments, or hoondees for the amount will be granted by the Nizam's Government on such places as may be deemed requisite.

15. A yearly or half-yearly estimate of the requirements of cash for the Railway shall be communicated at suitable times to the Minister, who will make needful arrangements for the supply of funds at convenient places along the line; and no demand for a supply of money will be made in excess of the estimated amount for each period.

16. The Railway will be called the Nizam's State Railway. It will be the exclusive property of the Nizam's Government, which will receive all the profits derived from the working.

17. The Engineer who holds the appointment of Secretary in the Public Works Department of the Nizam's Government will be at liberty to inspect all the works of the Railway at all times, and all reasonable facilities shall be given to him in such inspections for ascertaining how the works are being constructed and the Railway worked.

18. The Troops, Military Stores, and Police of both Governments shall be carried on the Railway on the same general terms and system as are in force on Railways in British India

19. The Mails of both Governments will be carried free on the Railway and the arrangements for the postal service shall be regulated as nearly as possible as on Railways in British India.

20. It shall be left to the British Government to decide whether they will construct the Telegraph along the Railway at their own cost, and so work it, or whether it shall form part of the Railway. But under any circumstances so many wires shall be secured for the use of the Railway as are required for the proper working of the traffic, the Nizam's Government in such a case bearing a proper proportionate share of the cost of maintenance and working.

21. This agreement may be modified at any time by mutual consent.

Seal of Muktar-ul-Moolk.	Seal of Shums-ul Umra Kabeer.	C. B. SAUNDERS, *Resident at Hyderabad.*

Dated 19th May 1870, corresponding to 17th Safar 1287 Hijree.

MEMORANDUM OF ALTERATIONS in the AGREEMENT between the two GOVERNMENTS for construction of STATE RAILWAY.

Heading.—No alterations.

Paragraph 1.—Addition after * * the Nizam will "with the aid of the shareholders in the Railway, as already arranged," provide * *. Addition after * * for the construction, "maintenance and working" of the Railway * * *.

Paragraph 2.—No alterations.

Paragraph 3.—Ditto.

Paragraph 4.—Ditto.

Paragraph 5.—Ditto.

Paragraph 6.—Ditto.

Paragraph 7.—Ditto.

Paragraph 8.—Addition after * * * allowances and pensions, etc., which * *.

Paragraph 9.—No alterations.

Paragraph 10.—Ditto.

Paragraph 11.—Ditto.

Paragraph 12.—Ditto.

Paragraph 13.—Addition after * * * furnished to the Minister "together with the income, whatever it may be, every six months, the Minister advancing from time to time such sums as the Resident may require for the payment of establishments and the maintenance and working of the Railway."

Paragraph 14.—Addition after * * * between the two Governments "or hoondees for the amount will be granted by the Nizam's Government on such places as may be deemed requisite".

Paragraph 15.—No alterations.

Paragraph 16.—Ditto.

Paragraph 17.—Ditto.

Paragraph 18.—Ditto.

Paragraph 19.—Ditto.

Paragraph 20.—Expunged after * * * maintenance and "and of interest on first cost".

Paragraph 21.—No alterations.

C. B. SAUNDERS,

The 30th May 1870. *Resident.*

No. XXIII.

TRANSLATION of a LETTER from HIS HIGHNESS the NIZAM'S MINISTER to the RESIDENT at HYDERABAD, No. 3805, dated 11th November 1871.

I beg to acknowledge the receipt of your letter No. 2590, dated 3rd November 1871, containing expressions of friendship and assurance. The former circumstances to which you have been pleased to allude are all strictly true, because exchanges of villages could not be effected without obtaining the orders of His late Highness Afzal-ud-Dowlah, and I was not able, without information of all points, to make solicitations on any subject. By means of Mr. Cordery's letter preliminary arrangements were made for ascertaining, through the action of the boundary settlement, the circumstances and condition of the villages requiring to be exchanged; and now both Shams-ul-Umara Ameer-i-Kabeer Bahadur and myself are prepared to have, as suggested by you, the Berar boundary rectified.

2. With reference to the 13th paragraph of your letter containing an allusion to certain apprehensions to which I gave expression in conversation with Major Tweedie you may rest assured that no apprehensions in regard to the settlement of the boundary or any such arrangement emanating from yourself were entertained by me; because the boundary settlement, being conducive only to good administration, cannot give rise to any apprehensions. The only doubt entertained by me was that in the absence of any preliminary explanation the exchange of unassigned for assigned territory would result in difficulties in the event of Berar being returned to this Government. Otherwise there is not the least doubt in regard to any arrangement made by the British Government. On the contrary, it is a matter of certainty that any advice given by the British Government is for the advantage of this Government, since the former is, and always will be, a supporter of the latter.

3. All the explanation that has been considered necessary has now been given by me. I have also to acknowledge the receipt of all your kind letters. There seem to be no objections to carrying out the arrangements proposed by Talookdar

List of Land and Villages affected by Proposed Transfers.

List of Land and Villages affected by Proposed Transfers.

Land and Villages now under Assignment, and proposed to be transferred.

Number and name of village.	Name of talook.	Name of pergunnah.	Standard rent-roll of village in Rupees.	Total area in acres.	Unculturable in acres.	Culturable in acres.	Cultivated in acres.	Revenue of cultivation in Rupees.	Extra revenue in Rupees.	Total revenue in Rupees.	Population.	Remarks.
1. Pimpulwaddy	Mulkapoor	Rohenkhed	411	854	72	782	169	129	1	130	131	
2. Shingiri	Mehkur	Mulkapoor	1,274	2,414	332	2,081	1,883	807	60	867	231	
3. Ankurwal	Ditto	Sindkheir	444	609	35	574	373	246	18	264	86	
4. Jeypoor	Ditto	Lonar	1,899	3,199	295	2,905	2,238	991	73	1,064	511	
5. Yerindishwur	Ditto	Mulkapoor	496	1,153	25	1,127	1,105	487	36	523	102	
6. Kokasur	Ditto	Ditto	345	949	105	843	441	184	14	198	75	
7. Pokri	Ditto	Ditto	620	1,715	288	1,425	715	404	30	434	163	
8. Bhugoti	Bassim	Bassim	..	..	..	..	1,418	974	88	1,062	..	Land.
9. Tapwun	Ditto	Ditto	..	..	..	..	482	308	26	334	..	Ditto.
10. Garkned	Ditto	Ditto	..	..	..	..	356	155	13	168	..	Ditto.
11. Pimpri	Ditto	Ditto	223	1,621	838	783	676	394	46	440	309	
12. Brahmunwaddy	Ditto	Ditto	407	787	182	605	505	260	22	282	153	
13. Malahaloo	Ditto	Ditto	296	1,807	488	1,319	1,309	786	70	856	281	
14. Jeypoor	Ditto	Ditto	413	1,083	105	978	659	399	34	433	250	
15. Phallegaon	Ditto	Ditto	643	2,099	641	1,458	1,105	754	63	817	1,919	
16. Burkuddi	Ditto	Ditto	180	600	135	465	465	355	25	380	69	
17. Yekamba	Ditto	Ditto	354	909	214	695	617	365	31	396	153	
18. Kunnairgaon	Ditto	Ditto	369	1,574	719	855	577	453	39	492	206	
19. Waddeewunna	Ditto	Ditto	95	723	489	234	156	101	10	111	15	
20. Pangurkhad	Ditto	Ditto	62	528	346	182	99	61	7	68	50	
21. Wanjola	Ditto	Ditto	376	2,950	1,518	1,432	605	365	40	405	155	
22. Belloora	Ditto	Ditto	1,010	2,584	1,084	1,500	840	557	27	584	190	Jaghire.
23. Chinchala	Ditto	Ditto	95	2,304	1,065	1,239	802	405	30	435	82	
24. Khundhalla	Ditto	Ditto	318	3,644	1,667	1,977	1,947	733	63	826	399	
25. Malhewra	Ditto	Ditto	55	3,849	2,826	1,023	934	350	31	381	437	
26. Kapoorkhed	Ditto	Ditto	98	615	430	185	157	89	8	97	44	
27. Limbhalla	Ditto	Ditto	69	840	402	438	396	259	22	281	207	

28. Dhingi	Ditto	Ditto	97	1,223	653	570	436	232	20	252	240	
29. Kurda	Ditto	Ditto	291	762	103	659	649	534	46	580	202	
30. Sairum Khoord	Ditto	Ditto	107	1,502	452	1,050	492	160	15	175	113	
31. Do. Buzoorg	Ditto	Ditto	370	3,288	2,196	1,092	1,092	745	63	808	618	
32. Hirdi	Ditto	Ditto	193	1,094	190	904	831	364	31	395	222	
33. Lorthalla	Ditto	Ditto	66	606	31	575	546	498	42	540	281	
34. Dhanapoor	Ditto	Ditto	89	507	164	343	339	184	24	208	133	
35. Songuovar	Ditto	Ditto	248	1,129	669	460	386	154	14	166	33	
36. Bhut Saongi	Ditto	Ditto	80	904	426	478	238	[illegible]	17	149	163	
37. Photoada	Ditto	Ditto	65	676	399	277	161	90	8	98	87	
38. Dhotra	Ditto	Ditto	114	765	407	358	279	84	10	94	162	
39. Digrus	Ditto	Ditto	129	2,299	1,255	1,044	734	285	25	310	240	
40. Toonung Saongi	Ditto	Ditto	153	548	85	463	318	204	20	224	183	
41. Oomri Dhall	Ditto	Ditto	97	840	350	490	429	154	16	170	148	
42. Pullaswun	Ditto	Ditto	129	900	429	471	432	214	21	235	261	
43. Khanapoor	Ditto	Ditto	26	912	717	195	113	68	6	74	87	
44. Bhuldurri	Ditto	Ditto	131	1,543	1,218	325	216	89	9	98	..	
45. Savorgaon	Ditto	Ditto	32	1,543	1,285	258	152	56	7	63	170	
46. Sandas	Ditto	Ditto	58	442	271	171	109	53	3	56	25	
47. Nimbi	Ditto	Ditto	180	420	174	246	157	65	9	74	171	
48. Lohara	Ditto	Ditto	131	1,543	1,308	235	193	56	5	61	217	
49. Pimpuldurri	Ditto	Ditto	157	253	48	205	187	111	10	121	176	
50. Wurari	Poosud	Kalumnoori	..	..	..	609	378	106	3	109	..	Land.
51. Esapoor	Ditto	Ditto	564	1,413	121	1,292	956	364	9	373	256	
52. Seohill	Ditto	Ditto	..	..	..	..	65	65	..	65	..	Land.
53. Waki	Ditto	Ditto	..	..	..	1,349	1,349	718	26	744	..	Ditto.
54. Munole	Ditto	Ditto	..	..	..	372	367	340	8	348	..	Ditto.
55. Chincholi	Ditto	Oomurkhed	..	..	..	..	49	44	..	44	..	Ditto.
56. Kurrooj Buzoorg	Ditto	Ditto	..	..	..	..	10	16	..	16	..	Ditto.
57. Karkhed	Ditto	Ditto	..	.	..	..	72	76	..	76	..	Ditto.
58. Kap	Yeothmal	Sirdkheir	..	..	..	498	198	55	..	55	..	Ditto.
59. Poki	Mehkur	Ditto	1,032	1,320	124	1,196	774	464	34	498	152	
60. Koombiphul	Ditto	Ditto	707	662	34	628	500	572	42	614	217	
61. Shiral	Ditto	Ditto	1,617	2,261	125	2,236	719	354	26	380	172	
62. Satephul	Ditto	Ditto	2,538	4,422	270	4,152	1,787	1,148	86	1,234	372	
			19,146	73,287	27,805	48,306	36,542	20,255	2,582	21,833	11,319	
		Deduct Jaghire	1,010	2,584	1,084	1,500	640	557	27	580	190	
			18,136	70,703	26,721	46,806	35,902	19,698	2,555	21,253	11,129	

List of Land and Villages affected by Proposed Transfers.

Land and Villages not now under Assignment, and proposed to be transferred.

Number and name of village.	Name of talook.	Name of pergunnah.	Standard rent-roll of village in Rupees.	Total area in acres.	Uncultivable in acres.	Cultivable in acres.	Cultivated in acres.	Revenue of cultivation in Rupees.	Extra revenue in Rupees.	Total revenue in Rupees.	Population.	Remarks.
1. Shingaon	Jafferabad	Jafferabad	4,367	16,260	1,600	14,600	14,600	4,181	236	4,417	694	Jaghire.
2. Pangri	Ditto	Ditto	2,329	5,280	..	..	..	1,301	315	1,616	209	Ditto.
3. Pimpulgaon	Ditto	Ditto	1,763	7,770	770	7,000	7,000	839	345	1,184	139	Ditto.
4. Golegaon	Jaulnah	Shinkhed	1.183	2,302	1,960	342	342	642	55	697	60	Ditto.
5. Toolzapoor	Ditto	Ditto	1,457	2,355	1,025	1,330	1,330	979	19	998	165	Ditto.
6. Bhosa	Ditto	Shivalli	1,259	4,080	3,768	312	312	195	36	231	45	Ditto.
7. Chincholi	Ditto	Ditto	608	2,520	789	1,731	1,731	172	8	180	143	Ditto.
8. Garkhed	Ditto	Ditto	178	432	132	300	300	27	51	78	..	
9. Yeosha	Purbani	Bhamini	1,019	2,704	1,400	1,304	1,304	282	70	352	115	
10. Fendgaon	Nursi	Nursi	516	2,709	1,718	991	991	454	54	508	31	
11. Juiga Koawul	Ditto	Ditto	1,291	1,695	413	1,282	1,282	987	126	1,113	207	
12. Chikli	Ditto	Ditto	1,384	5,552	4,351	1,200	1,200	762	62	824	168	
13. Koyali Buzoorg	Ditto	Ditto	968	2,944	1,902	1,042	1,042	805	91	896	154	
14. Wunnoj	Ditto	Ditto	1,875	3,560	2,211	1,348	1.348	950	76	1,026	203	
15. Sowud	Ditto	Ditto	3,424	2,810	1,004	1,806	1,806	1,433	156	1,589	435	
16. Assigaon	Ditto	Ditto	1,424	2,820	1,008	1,812	1,812	926	101	1,027	306	
17. Devulgaon (Banda)	Ditto	Ditto	668	2,044	1,309	735	735	208	15	233	101	
18. Hurriai	Ditto	Ditto	2,612	4,419	1,429	2,990	2,990	1,692	207	1,899	1,157	
19. Kaota Khoord	Ditto	Ditto	2,081	4,959	2,893	2,066	2,066	1,391	168	1,559	523	
20. Kurda	Ditto	Ditto	2,467	2,880	1,869	1,011	1,011	1,012	129	1,141	358	
21. Bokurkhedda	Ditto	Ditto	153	1,453	1,079	374	374	246	28	274	141	
22. Khinkhedda	Ditto	Ditto	1,351	2,820	1,933	887	887	714	62	776	126	
23. Dhigaon	Ditto	Ditto	796	2,109	1,406	703	703	584	52	636	97	
24. Kinki	Ditto	Ditto	1,296	2,370	1,492	878	878	783	102	885	160	
25. Ghot	Ditto	Ditto	1,623	2,104	924	1,180	1,180	990	135	1,125	270	
26. Wurrood	Ditto	Ditto	369	2,067	1,084	983	983	376	64	440	121	
27. Wurrad	Ditto	Ditto	1,918	4,582	1,485	3,097	3,097	811	147	958	337	

28. Mouza	Ditto	Ditto	1,047	1,710	186	849	849	544	53	597	118	Land.
29. Waddy Raital	Ditto	Ditto	479	2,607	1,798	809	809	711	71	782	176	Ditto.
30. Gaujipoor	Ounda	Kullumnoori	..	..	..	..	57	53	..	53	..	Ditto.
31. Kurodi	Hudgaon	Oomerkhed	..	..	..	..	465	891	9	900	..	Ditto.
32. Kaleshwur	Ditto	Ditto	..	..	..	..	158	259	3	262		Ditto.
33. Oonchigaon	Ditto	Ditto	..	..	..	..	42	84	1	85		Ditto.
34. Ghorpulli	Ditto	Ditto	..	..	..	369	289	961	9	870	..	
35. Saonah	Nursi	Nursi	..	..	..	..	21	11	..	11	..	
36. Jeoli	Edulabad	Kinwut	419	3,200	1,214	1,986	232	58	1	54	93	
37. Terdi	Ditto	Ditto	198	1,200	210	990	130	26	1	27	39	
38. Bori	Ditto	Ditto	300	2,435	715	1,720	321	52	1	53	210	
39. Garri	Ditto	Ditto	525	1,800	751	1,049	149	19	1	20	73	
40. Moorttoo	Ditto	Ditto	412	1,648	214	1,434	29	19	..	19	54	
41. Takili	Ditto	Ditto	636	1,270	309	962	55	7	..	7	24	
42. Puroti Buzoorg	Ditto	Ditto	267	1,100	200	900	..	..	..	..	4	
43. Parwa	Ditto	Ditto	338	1,400	240	1,160	..	..	..	..	18	
44. Savorgaon	Ditto	Ditto	21	800	100	700	..	..	..	..	..	
45. Wurgaon Khoord	Ditto	Ditto	114	674	114	560	..	..	..	..	..	
46. Dhanora Buzoorg	Ditto	Ditto	145	870	145	725	..	..	..	..	..	
47. Sowri	Ditto	Ditto	132	625	132	493	..	..	..	..	..	
48. Junwarralla	Ditto	Ditto	142	800	150	650	..	..	..	..	..	
49. Tiwitiwi	Ditto	Ditto	238	1,100	250	850	..	..	..	..	..	
50. Towud	Ditto	Ditto	165	820	164	656	..	..	..	..	..	
51. Yuaboo	Ditto	Ditto	173	850	210	640	..	..	..	..	..	
52. Damaurri	Ditto	Ditto	223	1,125	225	900	..	..	..	..	..	
53. Vigari	Ditto	Ditto	177	870	235	635	..	..	..	..	..	
54. Oomri	Ditto	Ditto	302	1,500	300	1,200	..	..	..	..	..	
55. Dhiwalli	Ditto	Ditto	237	1,180	270	910	..	..	..	..	..	
56. Dhanora Khoord	Ditto	Ditto	187	935	180	755	..	..	..	..	..	
57. Dhuvunulla	Ditto	Ditto	211	940	210	630	..	..	..	..	..	
58. Puroti Dhuvunulla	Ditto	Ditto	134	836	100	436	..	..	..	..	..	
59. Kurkewun	Ditto	Ditto	193	800	150	650	..	..	..	..	..	
60. Dhar Kurkewun	Ditto	Ditto	210	840	160	680	..	..	..	..	..	
61. Kosumbi	Ditto	Ditto	312	1,500	300	1,200	..	..	..	..	..	
62. Yekamba	Ditto	Ditto	297	1,400	250	1,150	..	..	..	..	..	
63. Mohidi	Ditto	Ditto	156	600	100	500	..	..	..	..	..	
64. Surmeti	Ditto	Ditto	67	250	50	200	..	..	..	..	..	
65. Salwi	Ditto	Ditto	188	800	200	600	..	..	..	..	..	
66. Kurbi	Ditto	Ditto	556	2,500	400	2,100	..	..	..	..	..	
67. Sondabi	Ditto	Ditto	119	800	100	700	..	..	..	..	..	
68. Mocrli	Ditto	Ditto	217	900	125	775	..	..	..	..	..	

Abstract showing area and revenue of land and villages proposed to be transferred from Unassigned to Assigned Districts.

Total area	117,125 Beegahs	=87,844 Acres.
Total cultivated . . .	33,841 Beegahs	=25,393 Acres.
Total revenue . . .	22,963 H. S. Rupees	=19,626 Government Rupees.

N.B.—The above Returns are as supplied by the Talookdar, but not verified by Survey.

Abstract showing area and revenue of land and villages proposed to be transferred from Assigned to Unassigned Districts.

Total area	70,703 Acres.
Total cultivated	35,902 Acres.
Total revenue	21,253 Government Rupees.

E. A. HOBSON,
Boundary Settlement Officer,
Hyderabad Assigned Districts.

No. XXIV.

MEMORANDUM of AGREEMENT between the BRITISH GOVERNMENT on the one part and the HYDERABAD STATE on the other concluded by COLONEL PETER STARK LUMSDEN, C.S.I., duly authorised by the VICEROY and GOVERNOR-GENERAL of INDIA in COUNCIL for that purpose, and HIS EXCELLENCY SIR SALAR JUNG, G.C.S.I., and NAWAB SHUMS-OOL-OMRA BAHADUR, on behalf of the HYDERABAD STATE—1872.

Whereas in a Treaty concluded on the 2nd December 1871 between the British Government and the Gwalior State, it is provided, among other things, that His Highness the Maharajah of Gwalior cedes to the British Government his rights and interests of every description in the villages named in Schedule B, annexed to the said Treaty, a copy of which Schedule is attached to this Memorandum of Agreement;

And whereas the said villages are situated within the territorial limits of the Hyderabad State;

And whereas for reasons of State and for the advantage of both contracting parties, it is desirable to transfer to the Hyderabad State the rights and interests aforesaid:

The following terms are hereby agreed upon:—

(1) The British Government cedes to the Hyderabad State all its rights and interests of every description in the villages named in Schedule B annexed to the

Treaty concluded between the British Government and the Gwalior State on 2nd December 1871.

(2) In consideration of the aforesaid cession, His Highness the Nizam of Hyderabad cedes to the British Government in full sovereignty the villages named in Schedule A annexed to this Memorandum of Agreement with all his rights and interests thereon.

Dated at Hyderabad, the 13th day of August 1872.

Seal and signature of Ameer-i-Kabeer.

P. S. LUMSDEN, *Colonel,*
Officiating Resident.

Seal and signature of Sir Salar Jung.

NORTHBROOK.

Ratified by His Excellency the Viceroy and Governor-General of India, at Calcutta, on the eighteenth day of December 1872.

C. U. AITCHISON,
Secretary to the Govt. of India
Foreign Department.

SCHEDULE A.

Being list of villages ceded to Bombay Government by the Hyderabad State, annexed to this Memorandum of Agreement.

Khegaum.
Chincholee.
Akolah.
Mardee.
Thurudgaum
Takulgaum
Ralerus.

SCHEDULE B.

True copy of Schedule B annexed to the Treaty concluded between the British Government and the Gwalior State on 2nd December 1871, and referred to in the Preamble to Article 1 of this Memorandum of Agreement, being list of villages mentioned in Article 2 of this Treaty.

Kusba Ghunsangwee.
Mouza Ooncheygaon.
" Peepulgaon.
" Bhudaila.
" Pathurwallee.
" Beerkeengaon.
" Waheegaon.

Goolwunchee.

Bhogaum.

Hippurgah.

Wudjee.

Bhatodee.

Attowda.

Mouza Dhorekeengaon.

" Rahatgaon.

" Kurkeengaon.

Seal and signature of Ameer-i-Kabeer.

P. S. LUMSDEN, *Colonel,*
Officiating Resident.

Seal and signature of Sir Salar Jung.

NORTHBROOK.

No. XXV.

TRANSLATION of a LETTER from HIS HIGHNESS the NIZAM'S MINISTER to the RESIDENT, HYDERABAD, No. 917, dated 29th March 1875.

In reply to your letter No. 492, dated 6th instant, affording further information relating to a proposal emanating from the Government of India that Article 3 of the Commercial Treaty of 1802, which provides for a free transit of all articles of produce and manufacture between the territories of the contracting parties, may not be held to apply to the transit of salt produced in His Highness the Nizam's territory, and enquiring whether there is any objection on the part of His Highness's Government to the proposed measure, I have the honour to state that although a prohibition against the transit of salt from His Highness's territory would be contrary to the terms of the treaty under reference, yet as it is often found necessary with due regard to the interests of both Governments, and in compliance with expediency and exigencies of the times, either to act temporarily in contravention to the terms of a Treaty, or to amend its provisions, I also agree with the Government of India in the advisability of the proposal under reference, and have accordingly issued instructions to those Talookdars in whose districts salt is produced to any considerable extent, enjoining them that although salt is not at present exported to British territory from His Highness's country owing to its limited production, nevertheless care should be taken to provide against any person hereafter entertaining the idea of exporting it to British territory.

No. XXVI.

Postal Agreement.

Arrangement for the Exchange of Correspondence between the Imperial Post Office of British India and the Post Offices in the Territories of His Highness the Nizam—1882.

Article 1.

There shall be a mutual exchange of correspondence between the Imperial Post Office of British India, hereinafter termed the "Imperial post," and the Post Offices in the territories of His Highness the Nizam, hereinafter termed the "Nizam's State post."

The term "correspondence" shall include all classes of articles which may be forwarded by post under the rules for the time being of Imperial post.

Article 2.

On correspondence originating in the Nizam's State post, and destined for delivery through the Imperial post, the Nizam's State post may levy such local postage as may from time to time be directed by the Darbar of His Highness the Nizam. But all such postage shall be collected by payment in advance, and the correspondence shall be made over to the Imperial post without any claim whatsoever.

Article 3.

Correspondence so made over shall be treated by the Imperial post in the same way as if it had been posted originally in an Imperial Post Office, no account being taken of any Nizam's State postage already paid thereon whether in cash or by means of postage labels of the Nizam's State post.

Article 4.

Correspondence which may be made over by the Imperial post to the Nizam's State post shall be made over without claim when no Imperial postage is due and with claim when Imperial postage is due. In the latter case the claim shall be—

(*a*) on correspondence originating in Office of the Imperial post termed "Inland correspondence" one-half of the amount of the Imperial postage due;

(*b*) on correspondence originating in Foreign Offices termed "Foreign correspondence" the whole amount of the Imperial postage due, the term Imperial postage including in this case the postage due to the Imperial post, or (in the case of foreign parcels) to the Custom House.

Article 5.

On correspondence made over under head (*a*) of the preceding Article whether with or without claim, the Nizam's State post may levy such local postage as may

from time to time be directed by the Darbar of His Highness the Nizam, but on correspondence made over under head (*b*) no local postage shall be levied.

ARTICLE 6.

Correspondence received by the Imperial post from the Nizam's State post or *vice versâ*, which may be undeliverable, shall be returned, and on correspondence so returned to the Imperial post, the Nizam's State post shall have the right to reclaim any postage previously claimed for it under Article IV.

ARTICLE 7.

Detailed regulations for carrying out this arrangement in respect to the particular office designated for the exchange of correspondence on which Imperial postage is due, the forms to be used in exchanging correspondence, the preparation and settlement of accounts and other matters of detail shall be drawn out by the controlling authorities of the Imperial post and the Nizam's State post in direct communication with each other, and the detailed regulations so drawn out shall be subject to such modification as may from time to time be mutually agreed to by the said authorities.

ARTICLE 8.

This arrangement shall be executed by the Darbar of His Highness the Nizam and the Resident at Hyderabad, and shall be brought into operation from the 1st August 1882.

ARTICLE 9.

This arrangement shall continue in force for one year after the date on which one of the two contracting parties shall have announced to the other an intention to terminate it.

Signed by the Resident at Hyderabad this the 15th day of August in the year one thousand eight hundred and eighty-two.

W. B. JONES,
Resident.

Signed and sealed on the 10th August 1882, A.D.—25th Ramzan 1299, H.

SALAR JUNG,
Muktar-ul-Mulk.

Approved and confirmed by the Government of India.

C. GRANT,
Secretary to the Government of India.

FOREIGN DEPARTMENT,
SIMLA;
The 5th October 1882.

DETAILED REGULATIONS for carrying out the ARRANGEMENT for the EXCHANGE of CORRESPONDENCE between the IMPERIAL POST OFFICE of BRITISH INDIA and the POST OFFICE in the TERRITORIES of HIS HIGHNESS the NIZAM, executed under date the 10th August 1882.

REGULATION 1.

Correspondence originating in the Imperial post, on which no Imperial postage is due, and destined for delivery through the Nizam's State post, as well as all correspondence originating in the Nizam's State post, and destined for delivery through the Imperial post, shall be exchanged through any conveniently situated offices of the two Departments.

REGULATION 2.

For the exchange of the correspondence referred to above, no form of letter bill is necessary, as no claim is raised.

REGULATION 3.

The exchange of registered articles, parcels and correspondence, originating in the Imperial post on which Imperial postage is due, destined for delivery through the Nizam's State post, shall be effected by the Hyderabad Imperial post office only in communication with the Nizam's State post office in Hyderabad.

REGULATION 4.

When forwarding correspondence as provided in the foregoing Regulation, the Imperial office of exchange shall use the annexed form of letter bill. The receiving office of the Nizam's State post should acknowledge the receipt of the articles in the upper portion of the letter bill, certify the amount due by the Nizam's State post at the foot of it, and return the letter bill to the Imperial office of exchange.

REGULATION 5.

When returning (as provided in Article 6) undeliverable articles such as registered articles, parcels or articles on which postage has been charged by the Imperial office of exchange, the Nizam's State post shall forward therewith a claim bill in the annexed form. The amount claimed shall be verified by the Imperial post office and the certificates (original and duplicate) at the foot of the claim bill shall be signed by the Postmaster of the Imperial post office, the original certificate being returned to the Nizam's State post office and the duplicate forwarded to the Postmaster General, Madras.

REGULATION 6.

From the certificates of letter bills and claim bills of each month, received from the Imperial offices of exchange, there shall be prepared, in duplicate, in the office

of the Postmaster General, Madras, an account-current for the month showing the net amount due by the Nizam's State post to the Imperial post. One copy of the account shall be sent to the controlling authority of the Nizam's State post and the other to the Imperial Postmaster, Hyderabad. The former shall pay to the latter the balance due.

Letter Bill to be used by the Imperial post office of exchange in forwarding mails to the Nizam's State post.

No. , dated

From—The Hyderabad Imperial Post Office,
To—The Hyderabad Nizam's State Post Office.

DETAILS.	Amount for which the Imperial office is entitled to credit.	Amount of postage due from the Nizam's post office.	REMARKS.
Inland unpaid—			
Letters including Postcards . . .			
Packets including Newspapers .			
Parcels			
Foreign unpaid—			
Letters including Postcards . . .			
Packets including Newspapers . .			
Parcels			
TOTAL .			

Received with registered articles and parcels; *vide* details on reverse.

Postmaster,
Nizam's State Post.

Registered articles and parcels should be detailed on the reverse of the upper portion of this letter bill.

The Nizam's State Post Office at Hyderabad owes Rs. A. P. being postage due as per Letter Bill No. , dated , of the Imperial Post Office at Hyderabad.

Postmaster,
Nizam's State Post.

HYDERABAD;

Details of Registered Articles and Parcels.

No.	Weight.*		Office of despatch.	Name and address of addressee. Office of destination.
	Rates.	Tolas.		

* Rates for Registered articles.
Tolas for Parcels.

Claim Bill to be used by the Nizam's State post when returning undeliverable articles on which postage was previously claimed by Imperial post office.

No. , dated

From—The Hyderabad Nizam's State Post Office,
To—The Hyderabad Imperial Post Office.

Description of Articles.	Amount of postage due at half-rates for inland articles and full rates for foreign articles now reclaimed by the Nizam's State post.	Amount of reclaim admitted by the Imperial post office.	Amount of full postage due to be accounted for by the Imperial post office.
	Rs. A. P.	Rs. A. P.	Rs. A. P.
Inland unpaid—			
Letters including Postcards . .			
Packets including Newspapers .			
Parcels			
Foreign unpaid—			
Letters including Postcards .			
Packets including Newspapers .			
Parcels			

NOTE.—The last column in this form will be filled up in the receiving Imperial post office and brought to account by entry in the letter postage account.

Registered articles and parcels should be detailed on the reverse of the original certificate attached to this claim bill.

Original Certificate.

The Nizam's State Post Office at Hyderabad is entitled to claim Rs. A. P. being postage due on articles returned undeliverable.

HYDERABAD
POST OFFICE ;

Postmaster,
Hyderabad Imperial
Post Office.

Duplicate Certificate.

The Nizam's State Post Office at Hyderabad is entitled to claim Rs. A. P. being postage due on articles returned undeliverable.

HYDERABAD
POST OFFICE ;

Postmaster,
Hyderabad Imperial
Post Office.

Details of Registered Articles and Parcels.

No.	WEIGHT.*		Office of despatch.	Name and address of addressee. Office of destination.
	Rates.	Tolas.		

* Rates for registered articles.
Tolas for parcels.

No. XXVII.

Opium Agreement—1883.

Memorandum of Agreement between the British Government and the Government of His Highness the Nizam of Hyderabad.

For the protection of the common interests of the British Government and the Government of His Highness the Nizam of Hyderabad in the matter of the opium revenue, His Highness the Nizam of Hyderabad has agreed, as regards His Highness's territories, that—

(1) The cultivation of the poppy and the manufacture of opium shall be absolutely prohibited.

(2) With the exception of opium booked through by rail to the Madras Presidency, no opium shall be imported without a license from His Highness the Nizam.

(3) With the same exception no opium shall be exported.

(4) The import of opium shall as far as possible be confined to what is absolutely requisite for licit home consumption.

(5) The transport, possession, and retail sale of opium shall be permitted only under license from His Highness the Nizam.

2. His Highness the Nizam further agrees to communicate to the Resident at Hyderabad all alterations which it may from time to time be found necessary to make in the rules which have been framed to give effect to the above conditions, and not to make any alterations the effect of which will be to diminish the securities provided by the rules for due observance of the said conditions.

3. And the British Government has agreed that the Opium Agent at Indore shall issue passes for the transport from Indore to Hyderabad of such quantities of opium as may from time to time be applied for by His Highness's Government through the Resident at Hyderabad, and shall levy on the same, on behalf of His Highness's Government, pass duty at the rate which may from time to time be fixed by the British Government, and shall remit the said duty through the Resident at Hyderabad in such manner as may be from time to time arranged, provided that, if the British Government fix a rate of pass duty lower than Rs. 600 (six hundred) per chest of 140 lbs. avoirdupois, the rate charged on opium supplied to Hyderabad shall not be less than Rs. 600 (six hundred) per chest of 140 lbs. avoirdupois, except w'th the previous consent of His Highness's Government.

4 Lastly, it is provided that either of the parties to this agreement shall be at liberty to withdraw from it after giving to the other party twelve months' notice.

Signed at Hyderabad on the 29th day of October eighteen hundred and eighty-three.

J G. Cordery, *British Resident, Hyderabad.*

R. Narendur Bahadur.
Meer Laik Ali.

Ripon,
Viceroy and Governor-General of India.

This agreement was ratified by His Excellency the Viceroy and Governor-General of India at Calcutta on the 8th day of December A. D. one thousand eight hundred and eighty-three.

H. M. DURAND,
Secretary to the Government of India,
Foreign Department.

No. XXVIII.

AGREEMENT between the GOVERNMENT of HIS HIGHNESS the NIZAM and HIS HIGHNESS the NIZAM'S GUARANTEED STAT : RAILWAYS COMPANY, LIMITED. Dated 27th December 1883.

This indenture made the 27th day of December 1883 between the Government of His Highness the Nizam-ul-Mulk Asaph Jah Bahadur, Sovereign of the Hyderabad State, by its duly accredited Representative the Sirdar Diler Jung Bahadur, C.I.E., now temporarily residing in London, of the first part, and His Highness the Nizam's Guaranteed State Railways Company, Limited, of the second part:

Whereas certain surveys, plans, drawings, specifications, schedules of quantities and estimates and reports have been prepared by direction of the Government for the construction and equipment of the new lines hereinafter mentioned or some part or parts thereof, and it is intended that the same shall, subject to such variations and modifications thereof as hereinafter provided, be adopted and carried out by the Company party hereto as nearly as circumstances permit.

Now this Indenture witnesseth that it is hereby agreed and declared as follows:—

1. In this Contract—

The expression "the Government" means the Government of His Highness the Nizam.

The expression "the Company" means the Company party to these presents.

The expression "the existing Railway" means the existing line of Railway from Wadi to Hyderabad and Secunderabad, with all its stations, lands, works, engines and other rolling stock and appurtenances

The expression "the new lines" means the proposed new Railways, hereinafter in Article 2 mentioned, from Hyderabad to Warungal, and thence to the southern frontier of the State of Hyderabad near Bizwada, and from Warungal to the northern frontier of the said State near Chanda.

The expression "the lines" means all lines for the time being forming part of the undertaking of the Company.

The expression "the first section" means the said proposed new Railways from Hyderabad to Warungal and thence to the southern frontier.

The expression "the second section" means the said proposed new Railway from Warungal to the northern frontier.

The expression "Inspecting Officer" means an Inspecting Officer or Officers appointed by the Government and approved by the Government of India for the purposes of these presents.

2. The Company shall take over the existing Railway from Wadi to Hyderabad and Secunderabad (about 121 miles in length) on the terms and conditions mentioned in Articles 20 and 23 hereof; and shall construct, at the times and in manner and subject to the provisions hereinafter prescribed and contained, a single line of Railway of the gauge of 5 feet 6 inches the first section, about 210 miles in length, to extend from Hyderabad to Warungal and thence to the southern frontier of the State of Hyderabad near Bizwada, and the second section thereof (about 160 miles in length) to extend from Warungal to the northern frontier of the said State near Chanda. The total length of the two sections not to exceed 370 miles. The standard dimensions of fixed structures and rolling stock as laid down by the Government of India for the gauge of 5 feet 6 inches shall be strictly followed.

3. The Government shall at the time of execution of this Indenture deliver to the Company, free of charge, all the said surveys, plans, drawings, specifications, schedules of quantities and estimates and reports already prepared for the construction and equipment of the new lines as aforesaid, and the same, subject to such alterations thereof and deviations therefrom as shall from time to time be agreed between the Government and the Company, shall be adhered to and adopted as nearly as circumstances will permit. The situation and extent of all stations, station yards, sidings, offices, warehouses, buildings, conveniences and appurtenances to be constructed in connection with the lines shall be subject to the approval of the Government.

4. The Government shall, after the definitive selection of the route and direction of the new lines, or of any part or parts thereof, and as and when required by the Company, provide free of cost to the Company the lands which shall be permanently and temporarily required for the construction of the new lines or for the part or parts so selected and for the works connected therewith, and for the stations, station yards, sidings, offices, warehouses, conveniences and appurtenances aforesaid, and shall give to the Company possession of the lands so provided. All land of which possession shall be so given which shall not be permanently required for the purposes of the Company, shall, as soon as practicable, be delivered up by the Company to the Government. The Government will permit the Company to take, free from any royalty or other payment, such stone, sand, gravel, earth, brick earth and local products suitable for conversion into lime and mortar, being respectively the property of the Government, as may be *bona fide* reasonably necessary for the purposes of the construction of the new lines or any part thereof, provided that the same be taken only from such places within a convenient distance from the works as an officer to be appointed by the Government and the Company shall agree.

5. The Company shall, on receiving possession of the lands provided under the last preceding Article, proceed with diligence in the construction, in accordance with the said surveys, plans, specifications and other documents (subject to such alterations as aforesaid), of the new lines, and of all such stations, station yards,

sidings, offices, warehouses, conveniences and appurtenances as aforesaid, including all works necessary or expedient to secure their permanence, and for the protection of the same against injury by inundation or otherwise, and will complete the first section and the second section respectively within a period of three years from the date of obtaining possession of all the land for the same. The second section shall not, unless otherwise agreed between the Government and the Company, be commenced until the Railway proposed to be constructed between Nagpore and Calcutta is near completion. The date for such commencement shall be hereafter agreed upon between the Government and the Company.

6. The Company may, from time to time, as often as an Inspecting Officer shall certify that any portion of the new lines is fit for conveyance of passengers and goods, open the same portion for public traffic. And the Company shall open the said lines respectively for public traffic throughout and with a good and sufficient stock of engines, carriages, wagons, plant and machinery for working the same in conformity with the provisions of these presents when and so soon as an Inspecting Officer shall have certified that the lines respectively are complete and fit for the conveyance of passengers and goods throughout. During the construction of the new lines all materials to be used and also the manner in which the works are performed shall be subject to the inspection and approval of an Inspecting Officer.

7. Upon the first section being completed and opened for public traffic throughout, the Government will, at their own expense and free from all expense and cost to the Company, whether by way of rent or otherwise, grant to the Company a lease of, or otherwise secure to the Company a right and title to the land which shall have been provided for that section under Article 4 (or so much of the said land as shall be permanently required for the purposes of the Company) and the Railways and works constructed thereon, for a term of 99 years from the date of the opening of the said section for traffic throughout, subject to the same being sooner determined under the provisions in that behalf hereinafter contained; and the Government shall guarantee to the Company the right to and possession of such land as against any claimant, but shall not be called upon to show any title thereto.

The provisions hereinbefore in this Article contained shall apply, *mutatis mutandis*, to the second section, except that the grant to the Company of the lease or other title to the second section shall be made for a term co-extensive with the period of 99 years applicable to the first section, and so that the period for both sections shall terminate at the same date.

8. The Company shall keep the lines (or so much thereof respectively as shall for the time being have been opened for traffic) and all the stations, station yards, offices, warehouses, conveniences, and works thereto belonging in good repair, and sufficiently supplied with engines, carriages, rolling stock, plant and machinery, and shall keep the whole in good working condition. The whole shall at all times be open to the inspection of an Inspecting Officer, and the Company shall afford to every Inspecting Officer all such facilities as may be reasonably requisite to

enable him to perform his duties. The Company shall upon notice in writing from the Government forthwith execute all such works and do all such things as upon the Report of an Inspecting Officer shall be found to be necessary for keeping the lines in good repair and in good working condition, and sufficiently supplied as aforesaid. On receiving any such notice the Company shall with all reasonable speed execute and do the works and things described therein. If in any case the Company shall fail to execute and do such works and things to the satisfaction of an Inspecting Officer within a reasonable time, the Government may execute and do the works and things, or the portion thereof unexecuted by the Company, and for that purpose may from time to time enter upon any land or premises of the Company, and the Company shall on demand pay to the Government the money properly expended by the Government in executing such works, and if such moneys shall not be paid on demand the same shall carry simple interest as against the Company at the rate of £4 per cent. per annum, to be computed from the time of demand for payment of such moneys until payment of the same.

9. After the new lines or either section thereof shall be opened for traffic throughout the Government may, from time to time, upon the report of an Inspecting Officer, by notice in writing, require the Company to carry out at their own cost any reasonable alteration or improvement in or addition to the lines, or in or to any stations, station yards, offices, warehouses, conveniences or works therewith connected respectively, which may be necessary for the safety of passengers or of the public, or for accommodation of increased or increasing traffic, and to supply such additional engines, carriages, rolling stock, plant and machinery as the Government may consider necessary. Such notice shall specify the alteration, addition or improvement required, and also shall in general terms describe the works to be executed for the purpose of carrying out such alteration, addition or improvement. On receiving any such notice the Company shall, with all reasonable speed, execute the works described therein, the Government providing (free of cost, and on terms similar to those on which land is to be provided under Article 4) any land that may be required for the purpose, and granting to the Company a lease of, or other title, as aforesaid, to such land, for the period in Article 7 mentioned; and upon the same terms. If in any case the Company shall fail to execute and complete the works to the satisfaction of an Inspecting Officer, and within a reasonable time, the Government may execute the works or the portion thereof unexecuted by the Company, and for that purpose may from time to time enter upon any land or premises of the Company, and the Company shall on demand pay to the Government the money expended by the Government in executing such works, and if such moneys shall not be paid on demand the same shall carry simple interest as against the Company at the rate of 4 per cent. per annum, to be computed from the time of demand for payment of such moneys until payment of the same: Provided, nevertheless, that the Company shall not be called upon to do or perform any work, or incur any expense, under this Article for which additional capital would be required, unless and until the Government shall have guaranteed such interests thereon not exceeding £4 per cent. per annum, and for such period as shall enable the Company to raise the additional capital.

10. The Government may from time to time prohibit the Company from using any engine, carriage, wagon, vehicle, boat, machine, or appliance of any kind whatsoever the use of which shall be declared by an Inspecting Officer to be attended with danger to passengers or the public, and the Government may, by taking possession of such engine, carriage, wagon, vehicle, boat, machine, or appliance or by such other means as they shall think fit to employ, prevent the Company from using the same.

11. The Company shall, unless hindered or prevented by accident or any other matter beyond their own control, cause at least one train daily to be run from either extremity of the lines which shall for the time being have been opened for traffic, to the other extremity of the same lines, and so as to afford reasonable convenience for the Post Office.

12. The rates and fares to be charged by the Company for the carriage of passengers and goods respectively shall not, unless otherwise agreed between the Government and the Company, be in excess of the rates and fares from time to time prevailing on the Great Indian Peninsula Railway.

13. The Company will at all times convey free of charge on their lines of Railway, and on any part thereof which for the time being shall have been opened for traffic, the mails and Post Office bags of the Government and of the Government of India, and the guards and other servants of the Post Office in charge thereof, and also (when they are on duty) all officers and persons in the administration of the Post Office of the Government and of the Government of India. The Company will also at all times convey all troops and sailors in the service of His Highness the Nizam and of the Government of India when such troops are on duty, and all police officers, engineers, artizans, and other persons when employed in the business of the Government or of the Government of India at rates calculated as follows, *viz.*, all commissioned officers and persons in a similar station in life in His Highness the Nizam's service or in the service of the Government of India shall be entitled to travel in first class carriages at second class fares; troops, sailors and artizans (under the rank of commissioned officers) shall be entitled to travel in second class carriages at the lowest fares, and all such other persons aforesaid at the lowest fares. To every 100 men conveyed at the lowest fares two tons of luggage will be conveyed free of charge, and the persons entitled to travel first class will be allowed the ordinary amount of luggage taken by a first class passenger free of charge. The Company will also at all times convey all military establishments not hereinbefore specified, all horses and other animals used for military purposes, guns, ammunition, military stores, carriages, wagons, camp equipage and equipments and all public stores of what kind soever of the Government and the Government of India at the lowest rates for the time being ordinarily chargeable by the Company for the carriage of such animals, goods, merchandise and stores respectively. The several privileges of conveyance and carriage hereby stipulated for shall at all times be enjoyed and all other reasonable requirements of the Government or of the Government of India shall be compiled with in preference to and with priority over the public use of the lines.

14. The Company shall convey gold and silver bullion and coin and copper coin belonging to the Government or to the Government of India and the persons in charge thereof at special rates, to be from time to time respectively agreed upon between the Government and the Company and between the Government of India and the Company.

15. As regards the electric telegraphic appliances already existing on the Railway from Wadi to Hyderabad and Secunderabad the same shall be worked in accordance with the terms and conditions in that behalf contained in the Agreement of the 19th of May 1870 entered into between the Government of India and the Government.

The Government of India shall be at liberty to construct, maintain, use and work such electric telegraphs and telegraphic appliances as it shall think fit along the lines or any part or parts thereof; and it shall be lawful for the Government of India for such purposes to enter at all reasonable times, by its agents, workmen or others on the lines or any part of them, and to erect, maintain, make, do and execute thereon all such buildings, machinery, works, acts and things not unnecessarily obstructing the working of the Railway as it shall consider necessary or proper in relation to the construction, maintenance, use and working of the said telegraphs and telegraphic appliances. And the Government of India shall not, in respect to such matters or any of them, be subject to the control or interference of the Company.

All buildings, machinery, works and appliances erected or brought by or on behalf of the Government of India on the lines or any part thereof shall be and remain the property of the Government of India and shall be removable by it at pleasure.

The Company shall at all times furnish the Government of India with such free passes over the said lines as they shall require for persons employed in or about the construction, maintenance, working or inspection of all electric telegraphs and telegraphic appliances hereinbefore referred to or any buildings or works appertaining thereto.

16. The Government of India has agreed to construct or provide such electric telegraphs and telegraphic appliances as the Company shall with the approval of the Government of India, from time to time require for the purposes of working the lines, and to allow the Company to have the exclusive use (so long as they shall work the lines) of such telegraphs and telegraphic appliances and to maintain the same in good repair and good working condition. The working of such last mentioned telegraphs and telegraphic appliances shall be exclusively in the hands of the Company and at their cost. But the Company shall observe the rules for the time being in force in the case of Indian State Railway Telegraphs or such of the said rules as the Government of India may from time to time prescribe for their observance. And the Company will pay the charges of the Telegraph Department of the Government of India for rent, maintenance, and inspection of the telegraphs and telegraphic appliances provided under this section for their use.

17. All materials, plant, engines, rolling stock, machinery and utensils required for the construction and equipment of the new lines, and of all future lines

to be made by the Company under the provisions contained in Article 45, or for the maintenance and working thereof respectively shall be permitted to be passed and imported into the territories of His Highness the Nizam free of all customs charges and import duties or other imposts.

18. The Government shall provide and maintain for the purposes of the lines such a force of police as the Company, with the approval of the Government, shall from time to time require, and also a Railway Magistrate, which police force and Railway Magistrate shall be under the direction of the British Resident at Hyderabad, provided that in case of difference between the Government and the Company as to the extent of the force required for the preservation of law and order the determination of the question shall rest with the Government. The cost of providing and maintaining the whole force of police employed for the purposes of the lines and the salary of the Railway Magistrate shall be defrayed as follows (that is to say) three-tenths thereof shall be borne by the Government and the remaining seven-tenths shall be borne by the Company.

19. The Company and its lines of Railway and undertaking shall be subject to provisions as nearly as circumstances will admit of, and having regard to the provisions of this Indenture, similar to those contained in the "Indian Railway Act. 1879," and the "Telegraph Act of 1876," of the Indian Legislative Council, and, if the Government shall think fit, in any subsequent Acts affecting Railways or Telegraphs to be hereafter passed by the Government of India; and the Government will pass an Act or Acts or issue an edict or edicts for the purpose of giving to the Company like powers to those contained in the said Acts of the Indian Legislative Council, and such further Acts or edicts for facilitating the business and operations of the Company as the Company shall require and the Government approve.

20. The Government will, on the issue of the fully paid shares and on payment and satisfaction of the several sums of money mentioned in Article 23, paragraphs (A), (B) and (C), in manner therein provided, deliver through the Government of India (who are at present in possession of and working the same) to the Company possession of the existing Railway, together with all stations, plant, engines, rolling stock, telegraphs, and all moveable property, and also all stores thereto belonging or appertaining, freed and discharged of and from all claims on the part of the Government under the Agreement dated the 8th day of October, 1874, and made between the Government and the Nizam's State Railway Company (other than rights of sovereignty) and so long as the Company shall maintain and work the existing Railway as a 5 feet 6 inches gauge line, from all rights of the Government of India under the Agreement entered into between that Government and the Government of His Highness the Nizam, and dated the 19th day of May, 1870, except as provided in clause 15 hereof, and will hold the Company indemnified against all claims of the said Nizam's State Railway Company and of the Shareholders in that Company under the said Agreement of the 8th day of October 1874, and against all debts, liabilities, and engagements whatsoever affecting the existing Railway.

21. The existing Railway shall be vested in the Company from the date of delivery of possession thereof as aforesaid for a term which shall end with the term of 99 years mentioned in article 7, and in the like manner and upon the like conditions as are stipulated in that Article with respect to the land provided by the Government for the first section.

22. The capital of the Company shall be issued as follows: for the purposes of this contract, other than the construction and equipment of the second section £2,000,000 in shares and £1,500,000 in redeemable mortgage debentures bearing interest at the rate of 4 per cent. per annum and for the purposes of the second section, £500,000 of like debentures, and any sum or sums of additional capital not exceeding £500,000, as the Company shall require, and to be raised in such manner and at such time or times as shall be agreed between the Government and the Company.

23. The Company will, as the consideration for the purchase of the existing Railway and for the obligations, concessions and guarantees of the Government, in this Indenture expressed and contained, issue the shares and pay the sums of money hereinafter in this article mentioned that is to say—

(a) The Company will issue to the Sirdar Diler Jung Bahadur or other the accredited representative for the time being of the Government appointed for that purpose and on behalf of the Government fully paid shares of the Company to the amount of £500,000 at the time of the first general issue of shares in the Company (the numbers of such shares to be defined by a supplemental contract to be executed by the parties hereto) and to be filed with the Registrar of Joint Stock Companies in England before the issue of such shares.

(b) The Company will pay £625,000 in cash out of the first moneys received by the Company in respect of the issue of its capital or any part of it, to a special account to be opened at the National Provincial Bank of England, Limited, to the credit of the Government, and to be applied by the Sirdar Diler Jung Bahadur or other the accredited representative of the Government in acquiring the interest of the English share-holders of the Nizam's State Railway Company in the existing Railway, so far as the consideration for the acquisition of such interest has to be provided in cash.

(c) The Company will deposit £200,000 in cash with the said Bank for the purpose of the Guarantee Fund mentioned in Article 46, such deposit to be made out of the first moneys of the Company available after making the payment lastly hereinbefore directed.

(d) And the Company will, within six months from the first general allotment of its shares, pay £341,666 in London in cash to the credit of the Government at the said Bank.

24. The Company will pay or cause to be paid into the said Bank or other the Bank for the time being of the Company the remainder of its said capital by instalments as and when the money is required for the purposes of this Indenture.

25. The Government will, for a period of 20 years pay to the Company in London, in sterling by half-yearly payments on every 1st day of January and 1st day of July an annuity equal to £5 per cent. per annum on all or any such sums or sum not in the whole exceeding £4,500,000 as shall, for the time being, have been issued in shares and debentures by the Company and paid into its Bankers, or credited by the Company as paid up, and the Company shall apply the said annuity in payment of interest at £5 per cent. per annum on the share capital for the time being paid-up or credited as paid-up, and in payment of interest upon the debenture capital for the time being, such payment of interest on share and debenture capital being limited to the capital mentioned in Article 22, and in providing a sinking fund for redemption or reduction of capital in accordance with the provision in that behalf hereinafter contained. The said period of 20 years shall commence to run and be reckoned upon and in respect of each individual sum from the time when the same shall have been issued and paid into such Bank or credited as paid up as aforesaid.

26. The Company shall repay all moneys paid by the Government in respect of the said annuity, and (unless otherwise agreed) in respect of any guarantee of interest under Article 9, and on all such moneys until repaid, the Government shall be entitled to simple interest at the rate of £5 per cent. per annum accruing *de die in diem* and calculated on the same moneys respectively from the respective dates of the payment thereof to the Company until repayment but such moneys or any interest thereon shall not be repayable or payable to the Government except so far as the said Government shall become entitled to receive the same under the provisions of Articles 31 and 47. Provided, nevertheless, that the Government shall not be entitled to interest on any such part of any half-yearly payment of the said annuity or interest as shall be ultimately repaid to the Government out of or by means of the net earnings (hereinafter defined) of the Company attributable to the half-year, in respect of which the same half-yearly payment of the annuity or interest shall have been made.

27. All moneys received by or on account of the Company in India in respect of the working of their lines or any part or parts thereof which shall, for the time being, have been opened for traffic, and all income in any wise received by the Company in respect of the undertaking carried on by them under the provisions of these presents (which said moneys and income are hereinafter collectively termed gross earnings), shall, in the first place be applicable in payment of the working expenses (as hereinafter defined) of the Company in such manner that the working expenses of every half-year shall, as far as practicable, be borne by the gross earnings of the half-year to which such working expenses are properly attributable and the residue remaining from time to time at the end of each half-year, after debiting all unpaid working expenses incurred up to the end of such half-year, shall be deemed the net earnings of the Company for that half-year, and shall be dealt with accordingly.

28. The term "working expenses" shall mean and include the payment of all salaries and wages of the officials and employés of the Company, and all expenses of and incidental to the management, carrying on and working of the under-

taking of the Company, including all costs and expenses incurred by the Company in and about the repairs and maintenance of the lines, with all stations, station yards, offices, warehouses, conveniences, junctions and works, engines, rolling stock, plant and machinery thereto belonging or therewith or thereon used, and all expenses of and incidental to the working and maintenance of any electric or other telegraphic or telephonic communication of the Company.

29. In the working expenses there shall be reckoned and included so much of the cost of providing and maintaining a police force and Police Magistrate for the purposes of the lines as is not hereby agreed to be borne by the Government, and any other moneys (whether in the nature of a payment towards a reserve fund or otherwise), which the Government and the Company may from time to time agree, or shall in case of dispute be determined by arbitration to be properly chargeable to working expenses. But no part of the cost of the original construction of the new lines or any of the stations, station yards, offices, warehouses, conveniences and works or of any additions to the same or either of them or of the purchase, (except by way of replacement or renewal) of any of the engines, rolling stock, plant or machinery belonging to or used with or on or provided for the Company's lines shall be included in the working expenses of the Company.

30. The Company shall keep a revenue account in which shall be entered all the gross earnings of the Company and the working expenses of the Company. The revenue accounts shall be made up half-yearly to the 30th day of June and the 31st day of December in every year, or to such other days as the Government and the Company shall from time to time agree and arrange.

31. So long as the Government shall be liable to pay the annuity under Article 25, and after the termination of such liability so long as any moneys are due by the Company to the Government, the revenue receipts of the Company shall be dealt with as follows, that is to say—During the period of the said annuity the net earnings of every half-year shall be applied, in the first instance, in or towards repayment of the portion of the said annuity, and subject as aforesaid to any further guaranteed interest which shall have been paid in respect of the same half-year. And the residue (if any) of the said net earnings shall be applied, in manner following, that is to say—One moiety thereof (or such part thereof less than one moiety as shall be sufficient for the purpose) shall be applied in or towards repayment to the Government of such sum or sums of money as shall at any previous time or times have been paid by the Government to the Company in respect of the said annuity or (subject as aforesaid) any guaranteed interest and not been repaid; and the balance, if any, of such moiety of net earnings shall be applied in or towards payment of any other sum or sums of money for the time being owing by the Company to the Government. And as to the remaining moiety of such net earnings the Company shall be entitled to the same for its own use and benefit. All moneys payable to the Government under this article shall be paid in sterling in London or in Bombay at the current rate of exchange as the Government may direct.

And from and after the expiration of the period of the said annuity in case any moneys shall then remain due from the Company to the Government in respect

of the said annuity, or so long as any other moneys remain due by the Company to the Government, the said net earnings of the Company in each year shall be applied as follows, that is to say—A sum equal to £5 per cent. per annum on the total debenture and share capital of the Company for the time being shall be retained by the Company and applied in such manner as the Company shall think fit; and the balance, if any, of the said net receipts shall be applied as follows, namely:—One moiety thereof in or towards payment to the Government of any moneys then due by the Company to the Government; and the remaining moiety for the use and benefit of the Company.

When all moneys due from the Company to the Government have been paid and discharged, the Company shall be entitled to all net earnings for its own use and benefit.

The revenue account of the Company shall be regularly submitted by the Company to the Government, who may audit the same (the Company giving every facility and assistance required for such audit), and may in case of error being discovered therein correct the same within three calendar months after the account containing such error shall have been submitted to the Government. Every revenue account shall, subject to the correction of such errors as aforesaid, be considered as settled at the expiration of three calendar months after the same shall have been submitted to the Government. Any reasonable expenses of and incidental to every audit on behalf of the Government (including the expenses incurred by the employment by the Government of any person for any purpose connected therewith) shall be paid by the Company and shall form part of the working expenses of the Company, and the statement of the Government of the amount of such expenses shall be conclusive.

32. All the expenditure of the Company in relation to the formation and registration of the Company, and the raising and issue of its share and debenture capital and all other expenditure of the Company during or relative to the original construction and completion of the new lines, with the stations, station yards, offices, warehouses, conveniences, and works thereof respectively including any works agreed upon as aforesaid and executed upon the existing Railway and relative to the cost of originally supplying the requisite engines, carriages, rolling stock, plant and machinery shall, from time to time be stated by the Company and submitted to the Government, and as between the Company and the Government such expenditure shall be allowed as capital expenditure so far only as the same shall from time to time be or have been previously agreed to or subsequently admitted by the Government or its representative.

33. If any question shall arise whether any expenditure incurred by the Company is to be treated in the whole or in part as a charge incurred on capital account, or how the same is to be dealt with, the same shall be determined on the general principle that capital is to bear the cost of new works, of additional rolling stock, plant, and machinery, and of substantial improvements of, and additions to, old works, rolling stock, plant, and machinery (including the cost of any temporary new work, the construction of which is requisite for the construction of a work properly chargeable to capital), and that the cost of repairs, restorations, renewals,

the said capital account under article 32 or this present article, and the Government shall, from time to time, as may be necessary, ascertain and certify the amount of the excess of the expenditure entered in the capital account over the receipts entered therein.

36. The Company shall keep accounts and returns of its traffic in a manner similar to those required by the Government of India to be kept by the Indian Railway Companies whose undertakings are worked under the supervision of the Secretary of State for India, and in forms similar to those in which the like accounts and returns of traffic are required to be kept by such Companies, or in such other manner and form as the said accounts and returns are from time to time required by the said Government, and the Company shall, at its own cost, render all accounts and returns of traffic required to be kept by it, under this section, to the Government at such times as the Government shall from time to time require. And the books and accounts of the Company shall be open to the inspection of the Government at all reasonable times.

37. The Government will use their best endeavours to obtain for the Company powers to form junctions with other railways near to any of the lines, and powers to run the trains of the Company on such other railways upon reasonable terms and conditions, and will endeavour to obtain such powers for the Company with reference to any railways that may hereafter be formed in the territories of His Highness the Nizam, if such railways be not constructed by the Company party hereto.

38. The Company will, from time to time, upon the requisition of His Highness the Nizam, or, of the Government of India, make reasonable arrangements for the use of their lines for the passage of the engines and trains of other railways for the interchange of traffic and rolling stock thereof, and for the use of any of the stations of the Company, and for the accommodation of the traffic of other railways, provided that all such arrangements shall be made subject to the payment of reasonable tolls and charges and under reasonable conditions and restrictions.

39. Every notice, direction, requisition, appointment, approval or certificate to be given or signed on the part of the Government for any of the purposes of these presents shall be sufficient and binding if in writing signed by any duly authorised official of the Government.

40. The Company shall at all times keep an office established at Bombay or Hyderabad as the Company may determine, and shall keep at such office an authorised agent or committee of agency with whom the Government may communicate on affairs concerning the lines. All drafts drawn and receipts given by the said agent or committee of agency, or under his or their authority on behalf of the Company, concerning the lines and the affairs thereof, shall be binding on the Company, and every notice to be given to the Company other than the notices mentioned in any of the several articles hereinafter contained, which shall be served at the Company's registrered office in London, shall be sufficiently given if left at the office first mentioned in the article, or if personally served on the agent or any member of the said committee of agency.

41. At the end of the term of 99 years, mentioned in article 7, the land which shall have been provided for the Company under these presents so far as the same shall not have been previously delivered up by the Company, shall with the lines and all buildings, works and fixed machinery thereon not then already belonging to the Government revert to the Government free from all debts and charges whatsoever. The Company shall thereupon deliver to the Government all plans, surveys, sections, books, printings, writings, drawings and documents whatsoever in any wise connected with the lines and the affairs thereof, and the Company shall sell and the Government shall purchase all engines, carriages, rolling stock, plant and machinery and stores which at the end of the said term of 99 years shall be the property of the Company and used in working the lines or in connection therewith, for such sum of money as shall be the fair value thereof for the purposes of the lines, the same to be determined in case of dispute by arbitration in manner by article 48 provided in respect of the matters therein dealt with, and such sum of money with interest thereon at the rate of £5 per cent. per annum, calculated from the expiration of the said term of 99 years until payment shall be paid in sterling by the Government to the Company in London within six calendar months after the amount thereof shall have been determined.

42. It shall be lawful for the Government to purchase all the Company's lines with the stations, station yards, offices, warehouses, works, conveniences, engines, rolling stock, plant, machinery and stores thereto belonging upon the 1st day of January, which shall be either in the year 1914, 1934, or 1954, upon giving one year's previous notice in writing to the Company in London of the intention of the Government to purchase the same and, in case such notice of purchase shall be given, the land provided for the Company under these presents so far as the same shall not have been previously delivered up, with the lines and all buildings, works and machinery thereon (not then already belonging to the Government) and all engines, carriages, rolling stock, plant, machinery and stores used in working the lines, or in connection therewith, or appropriated thereto, shall on the said 1st day of January, 1914, 1934, or 1954, as the case may be, and upon payment of the purchase-money hereinafter mentioned for the same, become the absolute property of the Government, free from all debts and charges whatsoever, and the Company shall thereupon deliver to the Government all the engines, carriages, rolling stock, plant, machinery and stores used upon or in connection with or appropriated to the lines, and all surveys, plants, sections, printings, writings, drawings and documents whatsoever in any wise relating thereto. The Government shall on the day on which the lines and other the premises mentioned in this article shall, under this Article, become the property of His Highness the Nizam, pay to the Company in London in sterling so much of the several sums mentioned in article 22 as shall be unredeemed, together with a bonus of £25 per cent. upon the amount unredeemed.

43. In case of any breach on the part of the Company of any of the provisions herein contained, it shall be lawful for the Government, upon the report of an Inspecting Officer, to give to the Company in London six calendar months' notice in writing of the intention of the Government to terminate the interest of the Com-

pany in the lines and works, and the land provided for the same, and unless the default or breach shall be made good or remedied prior to the expiration of the said six calendar months, or such further period, if any, as shall be agreed between the Government and the Company, or determined by arbitration under article 48, it shall be lawful for the Government on the expiration of the same six calendar months, or such further period, as the case may be, and upon payment of the amount next hereinafter mentioned, to assume possession of the lines, works and land, and of the engines, carriages, rolling stock, plant, machinery and stores belonging or appropriated to the lines free from all debts and charges whatsoever. And in case of such possession being assumed, the Government shall pay to the Company in London in sterling so much of the said sums mentioned in article 22 as shall be unredeemed.

44. Upon the Government acquiring the right of possession of the lines and the interest of the Company in the same terminating under any of the three articles last hereinbefore contained, the obligations of the parties hereto under any of the provisions of these presents (save the provisions in such three articles) shall as to any future operation thereof cease. But it shall be lawful for the Government, out of any moneys payable by them to the Company under any of such articles, to deduct the amount (if any) of money in the hands of the Company, representing sanctioned capital remaining unexpended.

45. The Company shall not acquire any interest in respect of those sections of the Great Indian Peninsula Railway now existing or already sanctioned in the territories of His Highness the Nizam, nor in any concession already made to the West of India Portuguese Guaranteed Railway Company, nor in respect of those portions of the Bellary Branch of the Madras Railway Company or the Khamgaon and Amraoti State Railways now worked by the Great Indian Peninsula Railway Company, but, save as herein excepted, the Company shall have the preference to make and construct all railways within the territories of His Highness the Nizam, subject to their acceptance within six months of the offer on the terms to be named by the Government of His Highness the Nizam for carrying out any such railways, such terms not being less favourable to the Company than those to be given to any other parties.

46. And it is mutually agreed that the sum of £200,000, to be deposited by the Company under article 23 in the National Provincial Bank of England, Limited, shall be paid out to two Trustees, one to be appointed by the Government, and the other by the Company, and such Trustees shall stand possessed of the same upon the trusts following, that is to say :—

(a) To invest the same, in the names of the Trustees, in any of the public stocks, funds, or securities of the British Government in England or India, or any other stocks, funds or securities agreed upon between the Government and the Company, with power from time to time to vary the investments for others of a like nature.

(b) To pay the dividends, interest, and income, as and when received, to the Government, so long as the Government shall not make default

in punctual payment of the said annuity payable by the Government to the Company under article 25.

(c) In the event of any such default as aforesaid from time to time to raise out of the said dividends interest and income, or by sale of an adequate part of the principal, and to pay to the Company such moneys as the Government shall have hereinbefore agreed to pay to the Company, and shall have failed to pay on the due date, together with interest on all such moneys at the rate of 5 per cent. per annum from the due date thereof until payment.

(d) And subject to the trusts hereinbefore declared in trust for the Government.

And the Government agrees, so long as the said annuity is payable to the Company under the provisions of these presents, forthwith to pay and make good to the Trustees from time to time such sum or sums as the Trustees may, under the trusts in sub-article (c) of this article contained have raised by sale of any part of the stocks, funds, or securities aforesaid, to the intent that the said Trust Fund may always be maintained during the period of the said annuity at the full value of £200,000.

Provided always, that in the event of the death or resignation of either of the said Trustees, or of their respective successors in the trust, a new Trustee shall be appointed in his place by the Government if the Trustee so dying or resigning shall have been originally appointed by the Government, and by the Company if the Trustee so dying or resigning shall have been originally appointed by the Company. The Trustees shall be recouped all expenses reasonably incurred by them in respect of the said trusts and may be paid a yearly fee not exceeding £100 each for their services in relation thereto, and unless otherwise agreed between the Government and the Company, such expenses and fees shall be treated as part of the working expenses of the Company.

47. The balance of the annuity to be paid by the Government to the Company in pursuance of article 25 from time to time remaining in the hands of the Company after each half-yearly payment of the interest specified in that article shall be immediately paid over by the Company to the Trustees mentioned in article 46.

The said Trustees shall, during the period of 20 years mentioned in article 25, invest all moneys received by them in respect of such balance of the said annuity in manner mentioned in article 46, paragraph (a), and shall hold the stocks, funds and securities in which the said money shall be invested, and the accruing interest and dividends thereof, in trust to be accumulated and to form a sinking fund for the redemption of debenture capital, and after the expiration of the said period of 20 years shall apply the said sinking fund or any part or parts thereof in the redemption of any debenture capital of the Company, in such manner and at such times as shall be requisite having regard to the terms of issue of such debenture capital and subject thereto in such manner and at such times as the Government and the Company shall agree.

On the determination of the contract, any balance of the said sinking fund which shall then remain unapplied shall, in the event of the Government purchasing the undertaking under article 42, or in the event of a forfeiture under article 43, and up to the amount payable in respect of the debenture capital of the Company for the time being unredeemed and subsisting, and any interest thereon and all moneys for the time being payable by the Company to the Government, be treated as and applied by the Trustees in part payment of the money payable by the Government to the Company under those articles respectively, and in the event of the said term of 99 years expiring by efflux of time, any such balance shall be applied in repayment, so far as the same will extend, of the debenture capital of the Company, or so much thereof as immediately before the expiration of the said term shall have been unredeemed and subsisting, and interest thereon and subject thereto shall be applied in payment to the Government of any moneys then payable by the Company to the Government, and subject thereto the balance shall belong to the Company.

48. If the Government and the Company shall fail to agree touching any matter with respect to which their agreement is required by these presents, or if any dispute or question shall arise as to the necessity for or the character, situation or extent of any work proposed by the Company or required by the Government to be executed by the Company under any of the provisions hereinbefore contained, or if any case whatsoever (except with respect to matters referred to in article 34), any dispute, question or controversy shall at any time arise between the Government and the Company touching these presents, or the construction or operations hereof, or the rights, duties or liabilities of either party in relation to the premises, then and in any of such cases the matter as to which the Government and the Company shall fail to agree, or the matter in difference as the case may be, shall be submitted to a Board of Arbitration, one member of which shall be appointed by the Government and the other by the Company and the duty of such Board shall be to enquire into and equitably adjust and determine such disputes, and if unable to do so by reason of difference of opinion amongst the members thereof, or for any other reason, to refer the said dispute for determination to an Umpire, to be appointed by the mutual consent of the said Board in each case before they proceed to arbitration, or in case the said Board shall not, within fourteen days after the dispute or difference shall have been referred to them, have appointed the said Umpire, the appointment of an Umpire may be made upon the application of either party by Her Majesty's Secretary of State for India, and the decision of such Board, or in the event of their not arriving at a decision, as aforesaid, of such Umpire shall be final and binding upon both parties and no appeal shall lie therefrom, and upon every such reference, the Board of Arbitration and Umpire shall respectively have power to examine witnesses upon oath or affirmation, and to fix, settle and determine the amount of the cost of the reference and award respectively or incidental thereto to be paid by both parties or by either party, and to direct and award when and by whom such costs shall be paid. In matters not otherwise herein provided for, the provisions of the Railway Companies Arbitra-

tion Act, 1859, shall, *mutatis mutandis*, have effect in relation to every arbitration under this indenture.

In witness whereof the Government, by its duly accredited representative, has executed this agreement, and the Company have hereunto caused their common seal to be affixed the day and year first above written.

Signed, sealed, and delivered by the Sirdar Diler Jung, in the presence of

For the Government,

Sirdar Diler Jung.

R. H. White,
6, Whitehall Place,
Solr.

The Common Seal of His Highness the Nizam's Guaranteed State Railways Company, Limited, was hereunto affixed in the presence of

John Strachey,
Director.

G. H. M. Batten,
Secretary,

No. XXIX.

Memorandum of an Agreement entered into between the British Government and His Highness the Nizam regarding the transfer to His Highness the Nizam's State Railways Company, Limited, of the Railway between Wadi and Secunderabad—1885.

Whereas the line of railway known as the Nizam's State Railway and running from Wadi to Hyderabad and Secunderabad is now managed by the British Government, in virtue of an agreement concluded between the Government and His Highness the Nizam on the 19th of May 1870:—And whereas His Highness the Nizam, with the consent of the British Government undertook, in an agreement concluded on the 27th December 1883 with His Highness the Nizam's Guaranteed State Railway Company, Limited, to transfer the said line subject to the fulfilment of certain conditions specified in the 20th and 23rd articles of that Agreement, and to certain reservations:—And whereas His Highness the Nizam has assured the British Government that the aforesaid conditions have been fulfilled, and has requested the British Government to deliver to His Highness the Nizam's Guaranteed State Railway Company, Limited, possession of the existing railway from Wadi to Hyderabad and Secunderabad, in accordance with article 20 of the

said agreement of the 27th December 1883:—Therefore His Highness the Nizam hereby undertakes and promises to the British Government, in respect of the reservations aforesaid as follows:—

1. In the event of the said Nizam's Guaranteed State Railway Company, Limited, failing to maintain and work the existing railway from Wadi to Hyderabad and Secunderabad as a five feet six inch gauge line in the manner and according to the provisions of the agreement dated the 27th December 1883, then the operations of the agreement entered into between the British Government and His Highness the Nizam on the 19th May 1870 shall receive and become of full effect; and the rights of the British Government under the said agreement shall be the same as if the British Government had never delivered the said line to the Company.

2. His Highness the Nizam will cause the Company, and its lines of railway and undertaking, to be subject to provisions as nearly similar as circumstances and the provisions of the agreement dated the 27th December 1883, will admit of, to those contained in the Indian Railway Acts of 1879 and 1883, and the Indian Telegraph Act, 1876, and if the British Government shall think fit in any subsequent Acts affecting railways or telegraphs which may be hereafter passed by the British Government.

3. His Highness the Nizam will, so far as lies in his power under the terms of the agreement, cause the Company to observe the rules for the time being in force in the case of Indian State Railway telegraphs or such of the said rules as the British Government may from time to time prescribe for their observance; and will cause the Company to pay the charges of the Telegraph Department of the British Government for the rent, maintenance and inspection of the telegraphs and telegraphic appliances provided for their use.

4. His Highness the Nizam will, whenever he may be called upon to do so, render to the British Government all assistance that may be considered by the British Government necessary for obtaining from the Company the discharge of their obligations to the British Government in respect of the matters mentioned below:—

(a) Under article 13 of the aforesaid agreement, dated the 27th December 1883, which provides for the free carriage of mails, and servants of the post office in charge thereof, and also (when they are on duty) of all officers and persons in the administration of the Post Office of the British Government for the conveyance of troops and sailors in the service of the British Government when on duty, and all police officers, engineers, artizans and other persons when employed in the business of the British Government at the rates specified in the said article 13 for the conveyance of military establishments, horses and other animals used for military purposes, guns, ammunition, military stores, carriages, wagons, camp equipage and equipments and all public stores whatever of the British Government, at the lowest rates ordinarily chargeable for the time being by the Company for the carriage of such animals, goods, merchandise and stores respectively, and for priority of the privileges recited and of the requirements of the British Government over the public use of the lines.

(b) Under article 14 of the same agreement, which provides that the Company shall convey gold and silver bullion and coin and copper coin belonging to the British Government, and the persons in charge thereof, at special rates to be from time to time agreed upon between the British Government and the Company.

(c) Under article 15 of the same agreement, which provides that the British Government shall be at liberty to construct, maintain, use, and work such electric telegraphs and telegraphic appliances as it shall think fit along the lines or any part or parts thereof; that it shall be lawful for the British Government for such purposes to enter at all reasonable times by its agents, workmen, or others on the lines or any part of them, and to erect, maintain, make, do, and execute thereon all such buildings, machinery, works, acts, and things not unnecessarily obstructing the working of the railway as it shall consider necessary or proper in relation to the construction, maintenance, use, and working of the said telegraphs and telegraphic appliances; that the British Government shall not, in respect to such matters or any of them, be subject to the control or interference of the Company; that all buildings, machinery, works, and appliances erected or brought by or on behalf of the British Government on the lines or any part thereof shall be and remain the property of the British Government, and shall be removable by it at pleasure; and that the Company shall at all times furnish the British Government with such free passes over the said lines as they shall require for persons employed in or about the construction, maintenance, working, or inspection of all electric telegraphs and telegraph appliances hereinbefore referred to or any buildings or works appertaining thereto.

(d) Under article 16 of the same agreement, which provides that the British Government has agreed to construct or provide such electric telegraphs and telegraphic appliances as the Company shall, with the approval of the British Government, from time to time require for the purposes of working the lines, and to allow the Company to have the exclusive use (so long as they shall work the lines) of such telegraphs and telegraphic appliances, and to maintain the same in good repair and good working condition; and that the working of such last mentioned telegraphs and telegraphic appliances shall be exclusively in the hands of the Company and at their cost; but that the Company will not be permitted to themselves construct or provide any such electric telegraphs or telegraph appliances unless licensed so to do under the aforesaid Telegraph Act of 1876.

(e) Under article 38 of the same agreement, which provides that the Company shall, from time to time, upon the requisition of the British Government, make reasonable arrangements for the use of their railway lines for the passage of engines and trains of other railways, for the interchange of traffic and rolling stock thereof, and for the use of any of the stations of the Company, and for the accommodation of the traffic of other railways, provided that all such arrangements shall be made subject to the payment of reasonable tolls and charges and under reasonable conditions and restriction.

(*f*) Under any other articles of the said agreement of the 27th December 1883, wherein an obligation on the part of the Company towards the British Government may be expressed or implied.

5. His Highness the Nizam will supply the British Government, for statistical purposes, with copies of the periodical accounts and returns which may be rendered to His Highness under the provisions of Article 36 of the aforesaid agreement.

6. His Highness the Nizam will appoint an inspecting officer for the purposes specified in Articles 6, 8, 9, and 10 of the said agreement of the 27th December 1883, upon receiving the approval of the British Government to the said appointment; and further whenever the office of inspecting officer may become vacant will from time to time make appointments to the said office, subject to the approval of the British Government.

Signed by the Resident at Hyderabad on the part of the British Government this the 30th day of April in the year one thousand eight hundred and eighty-five.

Signed and sealed on the 30th day of April one thousand eight hundred and eighty-five, A.D. 1885, 1302 Hijri.

J. G. CORDERY,
Resident.

SALAR JUNG,
MUKHTAR-UL-MULK.

Approved and confirmed by His Excellency the Viceroy and Governor-General in Council.

FOREIGN DEPARTMENT,
SIMLA;
The 26th May 1885.

H. M. DURAND,
Secretary to the Government of India.

No. XXX.

TRANSLATION of an ORDER of HIS HIGHNESS the NIZAM'S GOVERNMENT, dated $\frac{\text{14TH RAJAB 1304 H.}}{\text{8TH APRIL 1887.}}$

At the request of the Resident, and with the approval of His Highness the Nizam, it is hereby notified that the Indian Telegraph Act (XIII of 1885) and the rules framed thereunder will be considered applicable to all the existing and future telegraph lines in the Hyderabad State.

NO. XXXI.

AGREEMENT made between HIS HIGHNESS the NIZAM and the GOVERNMENT of INDIA—1887.

Whereas a Treaty relating to the extradition of offenders was concluded on the 25th May 1867 between the British Government and the Hyderabad State and whereas the procedure prescribed by the Treaty for the extradition of offenders from British India to the Hyderabad State has been found by experience to be less simple and effective than the procedure prescribed by the law as to extradition of offenders in force in British India; it is hereby agreed between the British Government and the Hyderabad State that the provisions of the Treaty prescribing a procedure for the extradition of offenders shall no longer apply to cases of extradition from British India to the Hyderabad State, but that the procedure prescribed by the law as to the extradition of offenders for the time being in force in British India shall be followed in every such case.

Signed at Hyderabad, Deccan, on the twenty-first day of July one thousand eight hundred and eighty-seven.

MIR MAHBOOB ALI KHAN.

J. G. CORDERY,
British Resident at Hyderabad.

DUFFERIN,
Viceroy and Governor-General of India.

This Agreement was ratified by His Excellency the Viceroy and Governor-General of India, at Simla, on the twelfth day of September A. D. one thousand eight hundred and eighty-seven.

H. M. DURAND,
Secy. to the Govt. of India, Foreign Department.

No. XXXII.

AGREEMENT for the CONSTRUCTION and WORKING of the HYDERABAD-GODAVERI VALLEY RAILWAY, dated 16th March 1897.

THIS AGREEMENT made the sixteenth day of March 1897, between THOMAS GEORGE ROBINSON of the National Provincial Bank of England, Bishopsgate Street Within, in the City of London, acting on behalf of THE GOVERNMENT OF HIS HIGHNESS THE NIZAM of the Hyderabad State of the one part and HIS HIGHNESS THE NIZAM'S GUARANTEED STATE RAILWAYS COMPANY, LIMITED (hereinafter called the Company) of the other part.

Preamble.

WHEREAS this Agreement is intended to be supplemental to an Indenture dated the 27th day of December 1883, and made between the Government of His Highness the Nizam of the 1st part, and the Company of the 2nd part, being an Agreement for the constru-

tion and working of the New Railways therein mentioned from Hyderabad to Warungul and other places as therein mentioned to the intent and so that this Contract shall be read and have effect as if it contained a full recital of the said Indenture, but it is intended that except in so far as any of the provisions of the said Indenture are expressly incorporated herein this Contract shall be entirely independent of the Contract contained in the said Indenture.

AND WHEREAS the Government of His Highness the Nizam is desirous that the new line of Railway, hereinafter mentioned should be made in manner hereinafter provided within the territories of His Highness.

AND WHEREAS certain surveys, plans, drawings, specifications, schedules of quantities and estimates and reports have been prepared by direction of the Government for the construction and equipment of such new line or some parts or part thereof,

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed and declared as follows:—

Interpretation of terms.

1. In this Contract the following expressions shall have the following meanings respectively if not inconsistent with the subject or context:

The "Government" means the Government for the time being of His Highness the Nizam and his successors and it shall include the Nizam and his successors.

The "Agreement of 1883" means the said Indenture of the 27th day of December, 1883.

"The existing line" means the lines between Wadi and the south-eastern frontier near Bezwada, including the Mineral Branch between Dornakal and Yellandu.

"The new line" means the new Railway, intended to be constructed under this Contract.

"The lines" means all lines for the time being forming part of the undertaking of the Company.

"Inspecting Officer" means an Inspecting Officer or Officers appointed by the Government and approved by the Government of India for the purpose of this Contract.

"Month" means calendar month.

Company to construct extension line.

2. The Company shall construct at the times and in manner and subject to the provisions hereinafter prescribed and contained a single line of Railway of the metre gauge about 380 miles in length to extend from Hyderabad to Manmar and which shall be called or distinguished by the name of the Hyderabad-Godaveri Valley Line of His Highness the Nizam's Guaranteed State Railways. The standard dimensions of fixed structures and rolling stock as laid down by the Government of India for the said gauge shall be strictly followed.

3. The Government shall at the time of execution of this Contract deliver to the Company all the said surveys, plans, drawings, specifications, schedules of quantities and estimates and reports already prepared for the construction and equipment of the new line as aforesaid, and the same, subject to such alterations thereof and deviations therefrom as shall from time to time be agreed between the Government and the Company, shall be adhered to and adopted as nearly as circumstances will permit. The situation and extent of all stations, station yards, sidings, offices, warehouses, buildings, conveniences, and appurtenances to be constructed in connection with the new line shall be subject to the approval of the Government.

Government to deliver to Company surveys, plans, etc., to be adhered to as nearly as may be.
Situation of stations, etc., to be approved by Government.

The cost already incurred and to be incurred by the Government in relation to the said surveys, and all other surveys undertaken and carried out from the date on which the services of Mr. A. C. Newcombe were engaged for that purpose, and of all plans, drawings, specifications, schedules of quantities and estimates and reports prepared in connection therewith shall be ascertained and repaid by the Company to the Government and the amount thereof shall be a charge against the capital account of the new line within the meaning of Article 31.

4. The Government shall after the definite selection of the route and direction of the new line, or of any part or parts thereof, and as and when required by the Company, provide free of cost to the Company the lands which shall be permanently or temporarily required for the construction of the new line or for the part or parts so selected and for the works connected therewith, and for the stations, station yards, sidings, offices, warehouses, conveniences, and appurtenances aforesaid, and shall give to the Company possession of the lands so provided. All land of which possession shall be so given which shall not be permanently required for the purposes of the Company shall, as soon as practicable, be delivered up by the Company to the Government. The Government will permit the Company to take, free from any royalty or other payment, such stone, sand, gravel, earth, brick earth and local products suitable for conversion into lime and mortar, being respectively the property of the Government, as may be *bonâ fide* reasonably necessary for the purposes of the construction of the new line or any part thereof, provided that the same be taken only from such places within a convenient distance from the works as shall be agreed upon between an officer to be appointed by the Government on the one hand and the Company on the other hand.

Government to provide lands.

and permit Company to take stone, sand, etc., for construction.

5. The Company shall, on receiving possession of the lands provided under the last preceding Article, proceed with diligence in the construction, in accordance with the said surveys, plans, specifications and other documents (subject to such alterations thereof and deviations therefrom as aforesaid), of the new line, and of all such stations, station yards,

Company to complete construction within four years of obtaining possession of all the land

sidings, offices, warehouses, conveniences and appurtenances as aforesaid, including all works necessary or expedient to secure their permanence, and for the protection of the same against injury by inundation or otherwise, and will complete the new line within a period of four years from the date of obtaining possession of all the lands for the same.

Company may on certificate of inspecting officer open portions of line for traffic, and shall open the whole on such certificate. During construction materials and works to be open to officer's inspection.

6. The Company may, from time to time, as often as an Inspecting Officer shall certify that any portion of the new line is fit for conveyance of passengers and goods, open the same portion for public traffic. And the Company shall open the new line for public traffic throughout and with a good and sufficient stock of engines, carriages, wagons, plant and machinery for working the same in conformity with the provisions of this Contract when and so soon as an Inspecting Officer shall have certified that the new line is complete and fit for the conveyance of passengers and goods throughout. During the construction of the new line all materials to be used and also the manner in which the works are performed shall be subject to the inspection and approval of an Inspecting Officer.

Upon line being completed and opened, Government to grant Company lease of the land for term of Agreement of 1883.

7. Upon the new line being completed and opened for public traffic throughout, the Government will free of all rents grant to the Company, if required by them, a lease of, or otherwise secure to the Company a right and title to so much and such parts of the land provided under Article 4 as shall be permanently required for the purposes of the Company and the railways and works constructed thereon, for a term equal to the remainder of the term of 99 years agreed to be granted by the Agreement of 1883 and the Government shall guarantee to the Company the right to and possession of such land as against any claimant, but shall not be called upon to show any title thereto.

The amount of all expenses to be incurred by the Government and by the Company in relation to the said lease (if any) shall be a charge against the capital account of the new line within the meaning of Article 31.

The Company to keep the new line in good working order, and properly equipped.

8. The Company shall keep the new line or so much thereof as shall for the time being have been opened for traffic and all the stations, station yards, offices, warehouses, conveniences and works thereto belonging, in good repair, and sufficiently supplied with engines, carriages, rolling stock, plant and machinery, and shall keep the whole in good working condition. The whole shall at all times be open to the inspection of an Inspecting Officer, and the Company shall afford to every Inspecting Officer all such facilities as may be reasonably requisite to enable him to perform his duties. The Company shall upon notice in writing from the Government forthwith execute all such works and do all such things as upon the report of an Inspecting Officer shall be found to be necessary for keeping the new line in good repair and in good

working condition, and sufficiently supplied as aforesaid. On receiving any such notice the Company shall with all reasonable speed execute and do the works and things described therein. If in any case the Company shall fail to execute and do such works and things to the satisfaction of an Inspecting Officer within a reasonable time, the Government may execute and do the works and things, or the portion thereof unexecuted by the Company, and for that purpose may from time to time enter upon any land or premises of the Company, and the Company shall on demand pay to the Government the money properly expended by the Government in executing such works, and if such moneys shall not be paid on demand the same shall carry simple interest as against the Company at the rate of £3¼ per cent. per annum, to be computed from the time of demand for payment of such moneys until payment of the same.

Powers of Government in case of default by Company.

9. After the new line shall be opened for traffic throughout the Government may from time to time, upon the report of an Inspecting Officer, by notice in writing, require the Company to carry out at their own cost any reasonable alteration or improvement in or addition to the line, or in or to any stations, station yards, offices, warehouses, conveniences or works therewith connected respectively which may be necessary for the safety of passengers or of the public, or for accommodation of increased or increasing traffic, and to supply such additional engines, carriages, rolling stock, plant and machinery as the Government may consider necessary. Such notice shall specify the alteration, addition or improvement required, and also shall in general terms describe the works to be executed for the purpose of carrying out such alteration, addition or improvement. On receiving any such notice the Company shall, with all reasonable speed, execute the works described therein, the Government providing (on terms similar to those on which land is to be provided under Article 4) any land that may be required for the purpose, and granting to the Company a lease of, or other title as aforesaid, to such land, for the period in Article 7 mentioned, and upon the same terms. If in any case the Company shall fail to execute and complete the works to the satisfaction of an Inspecting Officer, and within a reasonable time, the Government may execute the works or the portion thereof unexecuted by the Company, and for that purpose may from time to time enter upon any land or premises of the Company, and the Company shall on demand pay to the Government the money expended by the Government in executing such works, and if such moneys shall not be paid on demand the same shall carry simple interest as against the Company at the rate of £3¼ per cent. per annum, to be computed from the time of demand for payment of such moneys until payment of the same. Provided, nevertheless, that the Company shall not be called upon to do or perform any work, or incur any expense, under this Article for which additional capital would be required, unless and until the Government shall have guaranteed such interest thereon, and for such period as shall enable the Company to raise the additional capital, the rate of such interest to be fixed by Agreement between the Government and the Company or in default of

Provision for additional works, rolling stock, etc., after opening of new line for traffic.

such Agreement by arbitration under the provisions in that behalf hereinafter contained.

Government may prohibit use of condemned engines or plant.

10. The Government may from time to time prohibit the Company from using any engine, carriage, wagon, vehicle, boat, machine, or appliance, of any kind whatsoever the use of which shall be declared by an Inspecting Officer to be attended with danger to passengers or the public, and the Government may, by taking possession of such engine, carriage, wagon, vehicle, boat, machine or appliance, or by such other means as they shall think fit to employ, prevent the Company from using the same.

Company to run at least one train per day from end to end of the new line.

11. The Company shall, unless hindered or prevented by accident or any other matter beyond their own control, cause at least one train daily to be run from either extremity of the portion of the new line which shall for the time being have been opened for traffic, to the other extremity of the same line and so as to afford reasonable convenience for the Post Office, either of the Government or of the Government of India.

Rates not to exceed (except by Agreement with Government) those of the existing line.

12. The rates and fares to be charged by the Company for the carriage of passengers and goods respectively, over the new line, shall not, unless otherwise agreed between the Government and the Company, be in excess of the rates and fares from time to time prevailing on the existing line.

Company to carry mails, guards, troops, etc.

13. The Company will at all times convey free of charge on the new line and on any part thereof which for the time being shall have been opened for traffic, the mails and post office bags of the Government and of the Government of India, and the guards and other servants of the Post Office of either of such Governments in charge thereof, and also (when they are on duty) all officers and persons in the administration of the Post Office of the Government and of the Government of India. The Company will also at all times convey all troops and sailors in the service of the Government and of the Government of India when such troops are on duty, and all police officers, engineers, artizans and other persons when employed in the business of the Government or of the Government of India at rates calculated as follows, *viz.*, all commissioned officers and persons in a similar station in life in the service of the Government or of the Government of India shall be entitled to travel in first class carriages at second class fares; troops, sailors and artizans (under the rank of commissioned officers) shall be entitled to travel in second class carriages at the lowest fares, and all such other persons as aforesaid at the lowest fares. To every 100 men conveyed at the lowest fares two tons of luggage will be conveyed free of charge, and the persons entitled to travel first class will be allowed the ordinary amount of luggage taken by a first class passenger free of charge. The Company will also at all times convey all military establishment not hereinbefore specified, all horses and other animals used for military purposes, guns, ammunition, military stores, carriages, wagons, camp

equipage and equipments and all public stores of what kind soever of the Government and the Government of India at the lowest rates for the time being ordinarily chargeable by the Company for the carriage of such animals, goods, merchandise and stores respectively. The several privileges of conveyance and carriage hereby stipulated for shall at all times be enjoyed and all other reasonable requirements of the Government or of the Government of India shall be complied with in preference to and with priority over the public use of the new line.

Company to carry Government bullion, etc., at special rates.

14. The Company shall convey gold and silver bullion and coin and copper coin belonging to the Government or to the Government of India and the persons in charge thereof at special rates, to be from time to time respectively agreed upon between the Government and the Company and between the Government of India and the Company.

Electric telegraphs may be constructed by Government of India.

15. The Government of India shall be at liberty to construct, maintain, use and work such electric telegraphs and telegraphic appliances as it shall think fit along the new line or any part or parts thereof; and it shall be lawful for the Government of India for such purposes to enter at all reasonable times, by its agents, workmen or others on the new line or any part thereof, and to erect, maintain, make, do and execute thereon all such buildings, machinery, works, acts and things not unnecessarily obstructing the working of the new line as it shall consider necessary or proper in relation to the construction, maintenance, use and working of the said telegraphs and telegraphic appliances. And the Government of India shall not in respect to such matters or any of them, be subject to the control or interference of the Company.

All buildings, machinery, works and appliances erected or brought by or on behalf of the Government of India on the new line or any part thereof shall be and remain the property of the Government of India and shall be removable by it at pleasure.

The Company shall at all times furnish the Government of India with such free passes over the new line as they shall require for persons employed in or about the construction, maintenance, working or inspection of all electric telegraphs and telegraphic appliances hereinbefore referred to or any buildings or works appertaining thereto.

Government of India to construct telegraph for Company's use.

16. The Government of India has agreed to construct or provide such electric telegraphs and telegraphic appliances as the Company shall, with the approval of the Government of India, from time to time require for the purposes of working the new line, and to allow the Company to have the exclusive use (so long as they shall work the line) of such telegraphs and telegraphic appliances and to maintain the same in good repair and good working condition. The working of such last mentioned telegraphs and telegraphic appliances shall be exclusively in the hands of the Company and at their cost. But the Company shall observe the rules for the time being in force in the case of Indian State Railway Telegraphs or such of the said rules as the Government of India may from time to

time prescribe for their observance. And the Company will pay the charges of the Telegraph Department of the Government of India for rent, maintenance and inspection of the telegraphs and telegraphic appliances provided under this Article for their use.

Materials, plant, etc., to be imported free of custom duties.

17. All materials, plant, engines, rolling stock, machinery and utensils required for the construction and equipment of the new line, or for the maintenance and working thereof shall be permitted to be passed and imported into the territories of the Government free of all customs charges and import duties or other imposts.

Government to provide police force and Railway Magistrate.

18. The Government shall provide and maintain for the purposes of the new line such a force of police as the Company, with the approval of the Government, shall from time to time require, and also if the Company with the like approval shall require, a Railway Magistrate, which police force and Railway Magistrate shall be under the direction of the British Resident at Hyderabad, provided that in case of difference between the Government and the Company as to the extent of the force required for the preservation of law and order the determination of the question shall rest with the Government. The cost of providing and maintaining the whole force of police employed for the purposes of the new line and the salary of the Railway Magistrate, including all pensionary and gratuity charges, if any, shall be defrayed as follows (that is to say), three-tenths thereof shall be borne by the Government and the remaining seven-tenths shall be borne by the Company.

Company to be subject to provisions of Indian Railway Act, 1890, and Telegraph Act, 1885.

19. The Company and the new line and undertaking shall be subject to provisions as nearly as circumstances will admit of, and having regard to the provisions of this Contract, similar to those contained in the "Indian Railway Act, 1890," and the "Telegraph Act of 1885" of the Indian Legislative Council, and, in any subsequent Acts affecting railways or telegraphs to be hereafter passed by the Government of India; and the Government will pass an Act or Acts or issue an Edict or Edicts for the purpose of giving to the Company like powers to those contained in the said Acts of the Legislative Council and such further Acts or Edicts for facilitating the business and operations of the Company as the Company shall require and the Government shall approve.

Capital of Company for this Contract to be raised by redeemable Mortgage Debentures.

20. The capital of the Company for the purposes of this Contract, shall be raised by the issue of redeemable mortgage debentures bearing interest at such rate and to be issued in such manner and upon such terms and at such time or times and as shall be agreed between the Government and the Company, such debentures shall constitute a first charge on the new line and a second charge on the existing line and the interest payable on such debentures shall after the expiration of the guaranteed period mentioned in Article

22 hereof form a first charge on the net earnings of the new line and a second charge on the surplus earnings of the existing line after providing for the interest and Sinking Fund (if any) for the time being payable on so much of the debenture capital authorized to be created under clause 22 of the Agreement of 1883 as shall for the time being be outstanding.

Capital to be paid into Bank.

21. The Company will pay or cause to be paid into the National Provincial Bank of England, Limited, or other the Bank for the time being of the Company the said capital by instalments as and when the money is required for the purposes of this Contract.

Government to pay to Company for 20 years annuity on the debenture capital, not exceeding £2,500,000.

22. The interest which may from time to time accrue due and become payable, in respect of the said debenture capital authorised by Article 20, or any part thereof during the construction of the new line, and until the same shall be completed and opened for public traffic throughout shall from time to time be paid by the Company out of capital, and thereafter the Government will for a period of 20 years, commencing from the time when the new line shall be so completed and opened, pay to the Company, in London, in sterling, by half-yearly payments, on every 1st day of January and 1st day of July, an annuity equal to interest for one year on the total nominal amount (not exceeding £2,500,000) of the debentures for the time being issued, in pursuance of Article 20 (but only to the extent to which the proceeds of such debentures shall have been paid to the credit of the Company with its Bankers), at such rate as shall have been agreed upon under the same Article as the rate payable in respect of the said debentures, together with one per cent. per annum added to such rate for the Sinking Fund hereafter mentioned, and the Company shall apply the said annuity in payment of interest at the rate to be so agreed upon as aforesaid upon the amount for the time being paid up in respect of such debentures as last aforesaid, and carrying interest, and in providing a Sinking Fund at the rate of one per cent. per annum for redemption or reduction of the same debentures, in accordance with the provisions in that behalf hereinafter contained.

Company to repay Government annuity with simple interest at the same rate as annuity, subject to Articles 30 and 45. Provision as to interest on annuity paid in any half-year, and met from net earnings of the same half-year.

23. The Company shall repay all moneys paid by the Government in respect of the said annuity, and (unless otherwise agreed) in respect of any guarantee of the interest under Article 9 and on all such moneys until repaid, the Government shall be entitled to simple interest at the total rate upon the basis of which the said annuity is payable under the last preceding Article accruing *de die in diem*, and calculated on the same moneys respectively from the respective dates of the payments thereof to the Company until repayment, but such moneys or any interest thereon shall not be repayable or payable to the Government, except so far as the Government shall become entitled to receive the same under the provisions of Articles 30 and 45. Provided nevertheless, that the Government shall not be entitled to interest on any such part of any half-yearly payment of the said annuity or interest as shall be ultimately repaid to the Government out of or by means of the net earnings, as hereinafter defined

of the Company attributable to the half-year, in respect of which the same half-yearly payment of the annuity or interest shall have been made.

Application of gross earnings in payment of working expenses, residue being net earnings.

24. All moneys received by or on account of the Company in India in respect of the working of the new line or any part or parts thereof which shall, for the time being, have been open for traffic, and all income in anywise received by the Company in respect of the undertaking carried on by them under the provisions of this Contract (which said moneys and income are hereinafter collectively termed gross earnings), shall, in the first place, be applicable in payment of the working expenses as hereinafter defined of the new line in such manner that the working expenses of every half-year shall, as far as practicable, be borne by the gross earnings of the half-year, to which such working expenses are properly attributable, and the residue remaining from time to time at the end of each half-year, after debiting all unpaid working expenses incurred up to the end of such half-year, shall be deemed the net earnings of the new line for that half-year, and shall be dealt with accordingly.

"Working expenses" defined.

25. The term "working expenses" shall mean and include the payment of all salaries and wages of the officials and employés of the Company, for the purposes of the new line, and all expenses of and incidental to the management, carrying on and working of the new line, including all costs and expenses incurred by the Company in and about the repairs and maintenance of the new line, with all stations, station yards, offices, warehouses, conveniences, junctions and works, engines, rolling stock, plant and machinery thereto belonging or therewith or thereon used, and all expenses of and incidental to the working and maintenance of any electric or other telegraphic or telephonic communication of the Company, in respect of the new line.

Working expenses to include Company's share of Police charges, but not original cost of construction or equipment of line.

26. In the working expenses there shall be reckoned and included so much of the cost of providing and maintaining a Police Force and Police Magistrate for the purposes of the new line as is not hereby agreed to be borne by the Government, and any other moneys (whether in the nature of a payment towards a reserve fund or otherwise) which the Government and the Company may from time to time agree, or shall in case dispute be determined by arbitration to be properly chargeable to working expenses. But no part of the cost of the original construction of the new line or any of the stations, station yards, offices, warehouses, conveniences and works or of any additions to the same or either of them, or of the purchase (except by way of replacement or renewal) of any of the engines, rolling stock, plant or machinery belonging to or used with or on or provided for the new line, shall be included in the working expenses of the new line.

Company to keep half-yearly revenue account.

27. The Company shall keep a separate revenue account in which shall be entered all the gross earnings and the working expenses of the new line. The revenue account shall be made up half-yearly to the 30th day of June and

the 31st day of December in every year, or to such other days as the Government and the Company shall from time to time agree and arrange.

For the purposes of this Article the working expenses shall be taken to be the actual expenses incurred on the new line so far as such actual expenses can be determined from the separate accounts kept of the new line, together with a fair proportionate share of the Home and Indian general administrative and other charges for which separate accounts on each of the lines cannot be maintained. The shares so chargeable shall be regulated by the gross earnings of each line or such other factor as may be agreed upon between the Government and the Company from time to time, and this principle shall apply during the construction of the new line, except in so far as it is otherwise hereinafter expressly provided, the Revenue Account of the new line shall not be deemed to and shall not form, part of the Revenue Account which is to be kept under the Agreement of 1883.

28. Subject to the provisions of this Contract, the Company and their accounts, and affairs generally, so far as regards the new line, shall be subject to the reasonable and *bonâ fide* superintendence and control of the Government, and for better enabling the Government to exercise such control and superintendence, the Company shall record and keep in proper books for that purpose full and particular accounts of all their transactions and proceedings, including full and true minutes of all their meetings, meetings of Directors and correspondence, so as at all times to exhibit thereby fully and truly the state of their affairs and proceedings, and the Government and any person or persons appointed by them in that behalf shall at all reasonable times, have free access to all the books, accounts, papers and documents of the Company except confidential correspondence between the Agent and the Board and communications between the Company and their Legal Advisers, and power to make copies of and extracts from the same, and for the purposes aforesaid, it shall also be lawful for the Government from time to time, to appoint an Official Director of the Company as a member of the Board and from time to time, to remove him and appoint another, a vacancy on the Board being at all times reserved by the Company for such Official Director, and such Official Director shall not be subject to the provisions of Articles 18 to 25 of the Articles of Association of the Company or any other articles which may hereafter be substituted in their place and he shall have all the powers of an ordinary Director and be entitled in all things to act as such, and to exercise at his discretion a right of protest on behalf of the Government in all proceedings whatsoever at Boards of Directors, except proceedings for the purpose of communicating with the Legal Advisers of the Company. PROVIDED ALWAYS that when any question, dispute or difference shall arise the same shall be referred for settlement through the British Resident at Hyderabad to the Government of India in their Railway Department, whose decision shall be conclusive and binding on both parties. Nothing hereinbefore contained shall authorize the Government to appoint or discharge any officer or servant of the Company except such Official Director as aforesaid.

No moneys shall be raised by the Company for the new line for capital or any other purpose without the previous sanction in writing of the Government,

29. Subject to the provisions of this Contract, all the expenses of the Company in relation to the new line shall from time to time be stated and submitted to the Government for their sanction and approval and as between the Company and the Government shall be allowed so far only as the same shall from time to time have been sanctioned and approved by the Government. PROVIDED ALWAYS that in case any dispute or difference shall arise between the Company and the Government regarding any item of expenditure which shall have been incurred or shall be proposed to be incurred, such dispute or difference shall be referred for settlement through the British Resident at Hyderabad to the Government of India in their Railway Department, whose decision shall be conclusive and binding on both parties.

Application of net earnings.

30. Until the new line shall be completed and opened for public traffic throughout, the net earnings thereof shall be applied in the first place in or towards replacing any sum or sums paid by the Company in respect of interest on capital during construction under Article 22 hereof, and subject thereto shall be dealt with in the manner hereinafter prescribed with reference to net earnings after the new line shall be opened.

During annuity to repayment of the sum paid in same half-year; not more than half residue to re-payment of previous payments of annuity.

After the new line shall be completed and opened for public traffic throughout and so long as the Government shall be liable to pay the annuity under Article 22, the net earnings of the new line shall be dealt with as follows, that is to say:—The net earnings of every half-year shall be applied, in the first instance, in or towards repayment of the portion of the said annuity, and (unless otherwise agreed) any further guaranteed interest which shall have been paid in respect of the same half-year. And the residue (if any) of the said net earnings shall be applied in manner following, that is to say:—One moiety thereof or such part thereof less than one moiety as shall be sufficient for the purpose shall be applied in or towards repayment to the Government of such sum or sums of money as shall at any previous time or times have been paid by the Government to the Company in respect of the said annuity, or (unless otherwise agreed) any guaranteed interest, and not been repaid, and subject thereto, in or towards the repayment to the Government of any other sum or sums of money for the time being owing by the Company to the Government in respect of the new line; and the balance, if any, of such moiety of net earnings shall be paid to the Government and the Government shall be entitled to retain the same for its own use and benefit And the remainder of such net earnings shall be added to and dealt with (under Article 31 of the Agreement of 1883) as part of the net earnings of the Company in respect of the existing line.

Remaining moiety to be dealt with under Article 31 of the Agreement of 1883.

After expiration of annuity a sum on debenture Capital to be retained by Company. Of the balance one half to Government, the other half to be treated as net earnings under Agreement of 1883.

And from and after the expiration of the period of the said annuity the said net earnings of the new line in each year shall be applied as follows, that is to say:—A sum equal to interest for such year at the rate agreed upon under Article 20 on such of the debentures issued under that Article as shall, for the time being, be outstanding, shall be retained by the Company and applied in

payment of the interest on such debentures and the balance, if any, of the said net earnings shall be applied as follows, namely:—One moiety thereof in or towards payment to the Government of any sum or sums of money for the time being owing by the Company to the Government in respect of the new line, or, if no moneys shall for the time being remain due by the Company to the Government in respect of the new line, or, if such moiety shall exceed the amount for the time being due by the Company to the Government in respect of the new line, then the said moiety or so much thereof as shall be in excess as aforesaid, shall be paid to the Government and the Government shall be entitled to retain the same for its own use and benefit. And the remaining moiety shall be added to, and dealt with (under Article 31 of the Agreement of 1883) as part of the net earnings of the Company in respect of the existing line.

Adjustment of accounts as to division of net surplus profits to take place at the end of every year.

PROVIDED ALWAYS that the adjustment of accounts so far as it shall relate only to the division and appropriation for their own use and benefit of the said balance of the said net earnings between and by the Company and the Government respectively, shall take place at the end of every year instead of every half-year, that is to say, up to the end of December in every year.

All moneys payable to the Government under this Article shall be paid in sterling at the current rate of exchange in London or in India in rupees as the Government may elect.

Revenue account to be submitted to Government for audit.

The Company's accounts of all receipts and expenses of the new line shall be audited for the Government by any person or persons appointed by the Government from time to time in that behalf, and the Company shall give every facility and assistance required for carrying out such audit to the satisfaction of the Government. The audit of the Government of the expenses shall be on parallel lines and run concurrently with the audit of the Company. The Company's accounts of the capital expenditure incurred on or in connection with the new line shall also be audited for and on behalf of the Government by the person or persons to be appointed by the Government as aforesaid and the system of audit to be applied in this case will be such as may be necessary with regard to the system of disbursement and accounts that may be adopted and followed by the Company, and the Company shall give every facility and assistance required by the Government for such audit.

The revenue account referred to in Article 27 shall be regularly submitted by the Company to the Government, and may in case of any error being discovered therein be objected to within three months from the rendering thereof. Every such account shall, subject to any such objection and correction of error, be considered as settled at the expiration of the said period. All books and accounts of the Company and papers and correspondence relating to such accounts shall at all reasonable times be open to the inspection of the person or persons to be appointed by the Government for the audit as hereinbefore provided. Any reasonable expenses of and incidental to the audit on behalf of the Government (including

the expenses incurred by the employment by the Government of any person for any purpose connected therewith) shall be paid by the Company and shall form part of the working expenses of the Company, and the statement of the Government of the amount of such expenses shall be conclusive.

Expenses of audit to be included in working expenses.

31. All interest paid on capital during construction and all other expenditure of the Company during or relative to the original construction and completion of the new line, with the stations, station yards, offices, warehouses, conveniences and works thereof respectively, and relative to the cost of supplying the requisite engines, carriages, rolling stock, plant and machinery shall, from time to time, be stated by the Company and submitted to the Government, and as between the Company and the Government such expenditure shall be allowed as capital expenditure so far only as the same shall from time to time be or have been previously agreed to or subsequently admitted by the Government or its representative.

Capital expenditure as described to be agreed to or admitted by Government.

32. If any question shall arise whether any expenditure incurred by the Company is to be treated in the whole or in part as a charge incurred on capital account or how the same is to be dealt with, the same shall be determined on the general principle that capital is to bear the cost of new works, of additional rolling stock, plant and machinery, and of substantial improvements of and additions to, old works, rolling stock, plant, and machinery (including the cost of any temporary new work, the construction of which is requisite for the construction of a work properly chargeable to capital), and that the cost of repairs, restorations, renewals, or replacements, falls under the head of working expenses, and is not a charge incurred on capital account (provided that the expenses of maintenance or repair necessitated by causes other than fair or ordinary wear and tear if incurred within twelve months after the opening for traffic throughout shall be borne by capital). After the new line has been opened for traffic throughout no portion of the salaries or allowances of any of the Company's permanent supervising or other administrative staff shall be chargeable to capital although for the time being employed partly or wholly in directing or superintending work so chargeable, and no expenses connected with the engagement or passage from or to England of any person in the Company's service shall be chargeable to capital unless such persons shall have been specially engaged to carry out work chargeable to capital, and been actually employed on such work, but until the new line is opened for traffic throughout, all the expenses of the Company (including all costs and expenses of the Government and of the Company in relation to this Contract) shall be chargeable to capital.

Principle on which questions as to capital expenditure are to be dealt with.

Until opening of line throughout all expenses to be chargeable to capital.

33. If any difference shall arise between the Government and the Company as to whether any expenditure incurred in any particular case to be treated as a charge incurred on capital account the matter in difference shall be referred to

Differences thereon to be decided by Joint Auditor or arbitration.

the decision of the Joint Auditor, if the Government and the Company shall have appointed such an officer but in case a Joint Auditor shall not have been appointed then the matter in difference shall be referred for final decision to the Company's Auditor or some other person, to be named by the Company and a person to be named by the Government, or in case of their being unable to agree to an Umpire to be named by them, and in the event of their failing to do so within fourteen days after the difference shall have been referred to them, then the appointment of an Umpire may be made on the application of either party by the Government of India in the Railway Department. The costs of any such reference shall, unless the referees or referee shall otherwise direct, be treated as part of the working expenses of the Company.

Total capital expenditure of the new line to be stated and certified.

34. The Company shall enter all the expenditure allowed under Article 31 in an account to be called "The Capital Account," and when and so soon as the new line and all proper stations, station yards, offices, warehouses, conveniences and works thereof shall have been completed and provided with the necessary engines, carriages, works, rolling stock, plant and machinery, the Government shall, by examination of such account, ascertain and certify the amount of the expenditure. If any further expenditure shall from time to time be made by the Company, or if any payment shall be made by the Company to reimburse the Government for moneys expended by the Government under Article 9, and if it is agreed between the Government and the Company that such expenditure or payment is properly chargeable to Capital, the same shall in like manner be entered in the capital account, and from time to time as occasion shall require the said capital account shall be made up and stated afresh, and the total amount of expenditure entered therein shall be ascertained and certified by the Government. In the said capital account shall also be entered any moneys produced by sale of property originally purchased under expenditure entered in the said capital account under Article 31 or this present Article, and the Government shall from time to time, as may be necessary, ascertain and certify the amount of the excess of the expenditure entered in the capital account over the receipts entered therein.

Company to keep accounts and traffic returns similar to those required by Government of India.

35. The Company shall keep accounts and returns of its traffic in a manner similar to those required by the Government of India to be kept by the Indian Railway Companies whose undertakings are worked under the supervision of the Secretary of State for India, and in forms similar to those in which the like accounts and returns of traffic are required to be kept by such Companies, or in such other manner and form as the said accounts and returns shall for the time being be required by the Government of India, and the Company shall, at its own cost, render all accounts and returns of traffic required to be kept by it, under this section, to the Government at such times as the Government shall from time to time require. And the books and accounts of the Company shall be open to the inspection of the Government at all reasonable times.

36. The Government will use their best endeavours to obtain for the Company powers to form junctions with other Railway near to the new line and powers to run the trains of the Company on such other Railways upon reasonable terms and conditions, and will endeavour to obtain such powers for the Company with reference to any Railways that may hereafter be formed in the territories of the Government, if such Railways be not constructed by the Company.

Government to endeavour to obtain powers for Company to form junctions with and running powers over other lines.

37. The Company will from time to time, upon the requisition of the Government or of the Government of India, make reasonable arrangements for the use of the new line for the passage of the engines and trains of other Railways for the interchange of traffic and rolling stock thereof, and for the use of any of the stations, of the Company, and for the accommodation of the traffic of other Railways, provided that all such arrangements shall be made subject to the payment of reasonable tolls and charges and under reasonable conditions and restrictions.

Company to make arrangements for use of its lines by other Companies in interchange of traffic, etc.

38. Every notice, direction, requisition, appointment, approval or certificate to be given or signed on the part of the Government or of the Government of India for any of the purposes of this contract shall be sufficient and binding if in writing signed by any duly authorised official of the Government, or as the case may be of the Government of India.

Signature of notices to be given by Government.

39. The Company shall at all times keep an office established at Secunderabad or Hyderabad as the Company may determine, and shall keep at such office an authorised agent or committee of agency with whom the Government may communicate on affairs concerning the new line. All drafts drawn and receipts given by the said agent or committee of agency, or under his or their authority on behalf of the Company, concerning the new line and the affairs thereof, shall be binding on the Company, and every notice to be given to the Company other than the notices mentioned in any of the several Articles hereinafter contained, which shall be served at the Company's registered office in London, shall be sufficiently given if left at the office first mentioned in this Article, or if personally served on the agent or any member of the said committee of agency.

Company to keep an office and authorised Agent or Committee at Secunderabad or Hyderabad.

40. On the expiration of this Contract by effluxion of time, the land which shall have been provided for the Company under this Contract, so far as the same shall not have been previously delivered up by the Company, shall with the lines and all buildings, works and fixed machinery thereon not then already belonging to the Government revert to the Government free from all debts and charges whatsoever. But subject as to such part of such land and premises as are situate in British territory, to the terms upon which the same shall be

On expiration of Agreement, land, buildings and fixed works, etc., to revert to Government. Company to deliver to Government, plans, surveys, etc., Government to purchase engines, rolling stock, etc., at fair valuation subject to arbitration, and bearing interest at £3½ per cent. per annum until paid.

held by the Company. The Company shall thereupon deliver to the Government all plans, surveys, sections, books, printings, writings, drawings and documents whatsoever in anywise connected with the new line and the affairs thereof and the Company shall sell and the Government shall purchase all engines, carriages, rolling stock, plant and machinery, and stores, which on the expiration of this Contract shall be the property of the Company and used in working the new line, or in connection therewith, for such sum of money as shall be the fair value thereof for the purposes of the new line, the same to be determined in case of dispute by arbitration in manner by Article 46 provided in respect of the matters therein dealt with and such sum of money with interest thereon at the rate of £3½ per cent. per annum, calculated from such expiration as aforesaid, until payment shall be paid in sterling by the Government to the Company in London within six months after the amount thereof shall have been determined.

Powers to Government to purchase new line on 1st January, 1914, 1934, or 1954 on giving 12 months' previous notice and on paying amount of Company's unredeemed Debentures.

41. It shall be lawful for the Government to acquire the new line with the stations, station yards, offices, warehouses, works, conveniences, engines, rolling stock, plant, machinery and stores thereto belonging upon the 1st day of January, which shall be either in the year 1914, 1934 or 1954, upon giving 12 months' previous notice in writing to the Company in London of the intention of the Government to acquire the same, and, in case such notice of acquisition shall be given, the land provided for the Company under this Contract, so far as the same shall not have been previously delivered up, with the lines and all buildings, works and machinery thereon (not then already belonging to the Government) subject as to the land and line in British territory to the terms upon which the same shall be held by the Company, and all engines, carriages, rolling stock, plant, machinery and stores used in working the new line, or in connection therewith, or appropriated thereto, shall on the said 1st day of January, 1914, 1934, or 1954, as the case may be, and upon payment of the purchase money hereinafter mentioned for the same, become the absolute property of the Government, free from all debts and charges whatsoever, and the Company shall thereupon deliver to the Government all the engines, carriages, rolling stock, plant, machinery and stores used upon or in connection with or appropriated to the new line and all surveys, plans, sections, printings, writings, drawings, and documents whatsoever in anywise relating thereto. The Government shall on the day on which the new line and other the premises mentioned in this Article shall, under this Article become the property of the Government, pay to the Company in London, in sterling, so much of the debenture capital mentioned in Article 20 as shall be then unredeemed. PROVIDED ALWAYS and it is hereby expressly agreed and declared that, if the Government shall exercise the right of acquiring the new line in the year 1914, then and in that case, the Government shall pay to the Company a bonus of 25 per cent. on so much of the debenture capital mentioned in Article 20 as shall be then unredeemed. Provided also that if the right to acquire the new line shall not be exercised in the year 1914, no bonus shall be payable in the year 1934 or 1954.

42. In case of any breach on the part of the Company of any of the provisions herein contained, it shall be lawful for the Government, upon the report of an Inspecting Officer, to give to the Company in London six months' notice in writing of the intention of the Government to terminate the interest of the Company in the new line and works, and the land provided for the same, and unless the default or breach shall be made good or remedied prior to the expiration of the said six months, or such further period, if any, as shall be agreed between the Government and the Company, or determined by arbitration under Article 46, it shall be lawful for the Government on the expiration of the same six months, or such further period, as the case may be, and upon payment of the amount next hereinafter mentioned, to assume possession of the new line, works and land, and of the engines, carriages, rolling stock, plant, machinery and stores belonging or appropriated to the new line free from all debts and charges whatsoever but subject as to such part of such line and works as are in British territory to the terms upon which the same shall be held by the Company. And in case of such possession being assumed, the Government shall pay to the Company in London in sterling so much of the debenture capital mentioned in Article 20 as shall be then unredeemed.

In case of breach of contract by Company, Government may give notice to terminate Company's interest in the line. Unless the fault or breach is remedied Government may assume possession of line, etc., paying to Company amount of capital unredeemed.

43. Upon the Government acquiring the right of possession of the new line and the interest of the Company in the same terminating under any of the three Articles last hereinbefore contained, the obligations of the parties hereto under any of the provisions of this Contract (save the provisions in such three Articles) shall as to any future operation thereof cease. But it shall be lawful for the Government out of any moneys payable by them to the Company under any of such Articles, to deduct the amount (if any) of money in the hands of the Company, representing capital sanctioned by the Government but remaining unexpended.

Upon termination of Company's interest provisions of contract to cease. But Government may deduct any unexpended capital from moneys payable by it to Company.

44. And it is mutually agreed that the sum of £200,000 referred to in Article 46 of the Agreement of 1883 and the investments for the time being representing the same and the income thereof shall, subject to the terms and conditions of that Article, be held by the Trustees therein mentioned to secure the punctual payment of the said annuity payable by the Government to the Company under Article 22 hereof.

Guarantee Fund under Agreement of 1883 and subject thereto to secure payment of annuity under this Contract.

45. The balance of the annuity to be paid by the Government to the Company in pursuance of Article 22 from time to time remaining in the hands of the Company after each half-yearly payment of the interest specified in that Article, shall be immediately paid over by the Company to the Trustees mentioned in Article 44.

Balance of annuity under Article 22 to be paid to Trustees.

The said Trustees shall, during the period of 20 years mentioned in Article 22, invest all moneys received by them in respect of such balance of the said annuity in manner mentioned in Article 46, paragraph (A) of the Agreement of 1883 and shall hold the stocks, funds and securities, on which the said moneys shall be invested, and the accruing interest and dividends thereof, in trust to be accumulated and to form a sinking fund for the redemption of the said debenture capital mentioned in Article 20, and after the expiration of the said period of 20 years shall apply the said sinking fund or any part or parts thereof towards the redemption of the said debenture capital in such manner and at such times as shall be requisite having regard to the terms of issue of such debenture capital and subject thereto in such manner and at such times as the Government and the Company shall agree.

during period of annuity for investment in sinking fund for redemption of debenture capital, and after expiration of annuity for such redemption subject to terms of issue of the said capital.

On the determination of this Contract otherwise than by effluxion of time any balance of the said sinking fund which shall then remain unapplied shall, in the event of the Government acquiring the undertaking under Article 41 or in the event of a forfeiture under Article 42 and up to the amount payable in respect of the said debenture capital for the time being unredeemed and subsisting and any interest thereon and all moneys for the time being payable by the Company to the Government, be treated as and applied by the Trustees in part payment of the money payable by the Government to the Company under those Articles respectively, and in the event of the expiration of this Contract by effluxion of time, any such balance shall be applied in repayment, so far as the same will extend, of the said debenture capital or so much thereof as immediately before the said expiration, shall have been unredeemed and subsisting, and interest thereon and subject thereto shall be applied in payment to the Government of any moneys then payable by the Company to the Government subject as aforesaid any such balance shall belong to the Company.

On determination of contract balance of sinking fund to be applied in case of purchase or forfeiture, to part payment of money payable by Government to Company under Articles 41 and 42, and, in case of expiry by effluxion of time, first in repayment of outstanding debenture capital, balance to payment of debts to Government and the remainder shall belong to the Company.

46. If the Government and the Company shall fail to agree touching any matter with respect to which their agreement is required by this Contract or if any dispute or question shall arise as to the necessity for or the character, situation or extent of any work proposed by the Company or required by the Government to be executed by the Company under any of the provisions hereinbefore contained, or if in any case whatsoever (except with respect to matters referred to in Articles 28, 29 and 33) any dispute, question or controversy shall at any time arise between the Government and the Company touching this Contract, or the construction or operation hereof, or the rights, duties, or liabilities of either party in relation to the premises, then and in any of such cases, the matter as to which the Government and the Company shall fail to agree or the matter in difference as the case may be, shall be

Arbitration clause.

submitted to a Board of Arbitration, one member of which shall be appointed by the Government, and the other by the Company, and the duty of such Board shall be to enquire into and equitably adjust and determine such disputes and if unable to do so by reason of difference of opinion amongst the members thereof, or for any other reason, to refer the said dispute for determination to an Umpire, to be appointed by the mutual consent of the said Board in each case before they proceed to arbitration, or in case the said Board shall not, within fourteen days after the dispute or difference shall have been referred to them, have appointed the said Umpire, the appointment of an Umpire may be made upon the application of either party by Her Majesty's Secretary of State for India, and the decision of such Board, or in the event of their not arriving at a decision as aforesaid, of such Umpire shall be final and binding upon both parties, and no appeal shall lie therefrom, and upon every such reference the Board of Arbitration and Umpire shall respectively have power to examine witnesses upon oath or affirmation and, to fix, settle and determine the amount of the cost of the reference and award respectively or incidental thereto to be paid by both parties or by either party, and to direct and award when and by whom such costs shall be paid. In matters not otherwise herein provided for the provisions of the Imperial Act of Parliament known as the Railway Companies' Arbitration Act, 1859, shall *mutatis mutandis* have effect in relation to every arbitration under this Contract.

This Contract subject to ratification by Secretary of State for India and Extraordinary General Meeting of Members of Company. If not ratified within six months, may be rescinded.

47. This Contract is subject to ratification by Her Majesty's Secretary of State in Council for India and to ratification by an Extraordinary General Meeting of the Members of the Company, and if this Contract be not so ratified within six months from the date hereof either party may by notice in writing to the other of them rescind this Contract and neither party shall have any claim against the other of them under or in respect of any of the provisions hereof.

Marginal Notes.

48. The marginal notes hereto are for the purpose of convenience only and shall not affect the construction or interpretation of this Contract.

IN WITNESS whereof the said Thomas George Robinson acting for and on behalf of the Government of His Highness the Nizam of the Hyderabad State, has hereunto set his hand and seal and the Company have caused their Common Seal to be hereunto affixed the day and year first above written.

Signed, sealed and delivered by the abovenamed THOMAS GEORGE ROBINSON in the presence of
W. G. TWEDDLE,
112, Bishopsgate Street,
London,
Solicitor.

T. G. ROBINSON.

authority as may be lawfully convened, issued, passed and exercised by the authorities of the Hyderabad State when the said troops are serving within the territorial limits of the said State: Provided always that the execution of every sentence so passed beyond the territorial limits of the said State shall be carried out with the sanction and under the orders of His Highness Asaf Jah, Muzaffar-ul-Mamalik, Nizam-ul-Mulk, Nizam-ud-Daulah, Nawab Mir Mahbub Ali Khan Bahadur, Fatteh Jung, G.C.S.I., Nizam of Hyderabad, or of some person to whom the requisite authority in this behalf has been expressly delegated by him.

3. In order further to ensure the efficiency of the said Imperial Service Troops and the maintenance of discipline among them when serving along with Her Majesty's forces, His Highness Asaf Jah, Muzaffar-ul-Mamalik, Nizam-ul-Mulk, Nizam-ud-Daulah, Nawab Mir Mahbub Ali Khan Bahadur, Fatteh Jung, G.C.S.I., Nizam of Hyderabad, has embodied in the disciplinary law of his State, applicable to the said Imperial Service Troops when employed on active service either within or without British India, the provisions, with necessary modifications, of the Indian Articles of War for the time being in force.

4. The due application and enforcement of the said provisions in respect of the Imperial Service Troops aforesaid shall be carried out under the authority of the British Officer Commanding the District, Contingent or Force aforesaid.

MIR MAHABUB ALI KHAN,
His Highness the Nizam.

Dated the 24th December 1900.

Approved and confirmed by the Government of India.

By order,

SIMLA:
The 7th May 1901.

H. S. BARNES,
Secretary to the Government of India,
Foreign Department.

No. XXXIV.

DEED of CESSION of JURISDICTION* to the BRITISH GOVERNMENT by the NIZAM'S GOVERNMENT over the lands in the HYDERABAD STATE occupied by HIS HIGHNESS the NIZAM'S GUARANTEED STATE RAILWAYS COMPANY,—1901.

I, Nawab Muhammad Fazal-ud-din Khan, Sikander Jung, Ikbal-ud-Dowla, Iktidar-ul-Mulk, Vikar-ul-Umra Bahadur, K.C.I.E., Minister of His Highness the Nizam of Hyderabad, by direction of His Highness the Nizam of Hyderabad, and having His Highness' full authority in this behalf, do hereby declare and make known that His Highness the Nizam of Hyderabad cedes to the British Government full and exclusive power and jurisdiction of every kind over the lands in the

said State, which are, or may hereafter be, occupied by His Highness the Nizam's Guaranteed State Railway*(including all lands occupied for stations, for out-buildings and for other railway purposes) and over all persons and things whatsoever within the said lands, and His Highness' Government shall not exercise any jurisdiction whatever on the said line of Railway.

Provided, however, that the British Government will not execute any criminal process against any person in (1) the public service of His Highness' Government, (2) His Highness' private service, on account of any offence committed, or said to have been committed, in any place other than on a line of railway over which the Government of India exercise criminal jurisdiction.

A person is in the public service of His Highness' Government when he is paid by the Dewani revenues in respect of his employment or receives any emoluments therefrom, provided that in the former class the pay is not less than Rs. 100 per mensem and in the second that the emoluments are paid by way of Mansab of not less than Rs. 100 per annum, and that the Mansabdar produces a certificate granted by His Highness' Government declaring him to be such.

A person is in His Highness' private service when he is employed under His Highness' orders, in attendance on His Highness' person in his palace or employed under the orders of His Highness' Sarf-i-Khas Secretary in administering the affairs of the Sarf-i-Khas. A person who is a servant of His Highness' private servant is not in His Highness' private service.

Although His Highness hereby undertakes to cease to exercise jurisdiction on the said line of railway, His Highness retains the right to receive, as he has hitherto received, the excise and customs revenue accruing on the said lands, which are, or may hereafter be, occupied by the said railway: therefore His Highness makes this cession subject to the proviso that the British authorities on the said lands will grant to officers in the public service of His Highness' Government all those facilities which have hitherto been allowed to them for the purpose of realising the said excise and customs revenues.

Signed and sealed on the 28th day of May one thousand nine hundred and one, A.D.

VIKAR-UL-UMRA.

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*Similar Deeds of Cession were executed by the Nizam's Government in respect of the lands in Hyderabad State occupied by :—

(1) The Great Indian Peninsula Railway. (2) The Dhond Manmad Railway. (3) The Barsi Light Railway. (4) The Madras Railway (5) The Southern Mahratta Railway.	Executed on the 28th May 1901.
(6) Secunderabad Gudwal Railway	Executed on the 26th October 1916.

No. XXXV.

NOTIFICATION.

Fort William, the 18th December 1902.

MEMORANDUM of AGREEMENT between the BRITISH GOVERNMENT on the one part and the HYDERABAD STATE on the other part, concluded by LIEUTENANT-COLONEL SIR DAVID WILLIAM KEITH BARR, K.C.S.I., I.S.C., duly authorised by the Viceroy and Governor-General of India in Council for that purpose, and by the MAHARAJA PESHKAR KISHEN PERSHAD BAHADUR, MINISTER to HIS HIGHNESS THE NIZAM, on behalf of the HYDERABAD STATE.

Whereas by the Treaties concluded between the British Government and the Hyderabad State on the 21st May 1853 and the 26th December 1860, the Berar districts were assigned to the British Government for the maintenance of the Hyderabad Contingent, the surplus, if any, from the Assigned Districts being paid to His Highness the Nizam.

And whereas the British Government and His Highness the Nizam desire to improve this arrangement.

And whereas it is inexpedient in the interests of economy that the Assigned Districts should continue to be managed as a separate administration or the Hyderabad Contingent as a separate force.

And whereas it is also desirable that His Highness the Nizam should receive a fixed instead of a fluctuating and uncertain income from the Assigned Districts.

The following terms are hereby agreed upon between the Viceroy and Governor-General of India in Council and the Nawab Mir Sir Mahbub Ali Khan Bahadur Fateh Jung, Nizam of Hyderabad :—

(*i*) His Highness the Nizam, whose sovereignty over the Assigned Districts is reaffirmed, leases them to the British Government in perpetuity in consideration of the payment to him by the British Government of a fixed and perpetual rent of 25 lakhs of rupees per annum ;

(*ii*) The British Government, while retaining the full and exclusive jurisdiction and authority in the Assigned Districts which they enjoy under the Treaties of 1853 and 1860, shall be at liberty, notwithstanding anything to the contrary in those Treaties, to administer the Assigned Districts in such manner as they may deem desirable, and also to redistribute, reduce, re-organise and control the forces now composing the Hyderabad Contingent, as they may think fit, due provision being made as stipulated by Article 3 of the Treaty of 1853 for the protection of His Highness's Dominions.

D. W. K. BARR.

KISHEN PERSHAD,

Hyderabad Residency, the fifth day of November in the year of Our Lord one thousand nine hundred and two, corresponding to the third day of Shaban in the year of the Hijra one thousand three hundred and twenty.

Approved and confirmed by the Government of India.

By order,

LOUIS W. DANE,

Officiating Secretary to the Government of India in the Foreign Department.

FORT WILLIAM;
The 16th December, 1902.

No. XXXVI.

AGREEMENT between NIZAM'S GOVERNMENT and the BARSI LIGHT RAILWAY COMPANY, LIMITED, for the construction of an extension of the line into HYDERABAD from TADWALA to LATUR—1909.

This agreement made the Twenty-first day of April One thousand nine hundred and nine between the Government of His Highness the Nizam of the Hyderabad State of the one part and the Barsi Light Railway Company, Limited, a Joint Stock Company incorporated under the Companies Acts 1862 to 1890 (hereinafter called "the Company") of the other part Whereas the Company has under concessions obtained from the Secretary of State in Council of India constructed and is now working the following lines of light railway of the two feet six inches gauge, *viz.*:—(A) A line from the Town of Barsi to the Barsi Road Station (also called the Barsi Junction Station) of the Great Indian Peninsula Railway (known as the Barsi Town Railway) (B) a line from the said Barsi Junction Station of the Great Indian Peninsula Railway to Pandharpur (known as the Pandharpur extension) and (C) a line from Barsi Town Station of the Barsi Town Railway to Tadwala (known as the Tadwala extension) And whereas the Company has applied to the Government of His Highness the Nizam for a concession to construct and work the new line of Railway hereinafter more particularly mentioned running from the Frontier of the territories of His Highness to the Town of Latur in such territories. And whereas under arrangements with the Government of His Highness the Nizam and His Highness the Nizam's Guaranteed State Railways Company, Limited, the last mentioned Company is entitled to a prior claim to concessions for the construction of all Railways in the State of Hyderabad but has consented to waive its claim to construct the said new line of Railway in consideration of the Company entering into the arrangement mentioned in Clause 32 of this agreement. And whereas the Government has consented to grant the said concession in the manner and on the terms hereinafter appearing And whereas the Secretary of State in Council of India has agreed to grant the Company a concession for the

construction of the necessary length of line (about one mile) required to connect the Company's Tadwala Station with the new line on the Frontier of the Territories of the Government of India and the Territories of His Highness the Nizam And whereas by a Resolution of an Extraordinary General Meeting of the Company passed at a meeting duly convened and held on the seventeenth day of December one thousand nine hundred and seven it was resolved *inter alia* that the Directors of the Company be and they were thereby authorised to negotiate and enter into a contract with the Government (being these presents) for the grant of a concession for the making and working of the new line Now this Agreement witnesseth and it is hereby mutually agreed and declared as follows :—

INTERPRETATION OF TERMS.

1. In this Contract the following expressions shall have the following meanings respectively if not inconsistent with the subject or context :—

"The Government" means the Government for the time being of His Highness the Nizam and his successors and it shall include His Highness the Nizam and his successors.

"The existing line" means the lines constructed and worked by the Company known as the Barsi Town Railway, the Pandharpur extension and the Tadwala extension hereinbefore mentioned and shall be deemed to include the length of line to be made by the Company to connect its station at Tadwala with the new line when constructed.

"The new line" means the new Railway intended to be constructed under this Contract.

"The lines" mean all lines for the time being forming part of the undertaking of the Company.

"The Inspecting Officer" means such officer as may for the time being and from time to time be appointed by the Government of India for the purpose of inspection of the entire Barsi Light Railway system.

"His Highness the Nizam's Railways Company" means His Highness The Nizam s Guaranteed State Railways Company, Limited.

"The Secretary of State" means the Secretary of State in Council of India.

"The Concessions" means the concessions granted or to be granted by the Secretary of State to the Company for the existing line or any part thereof.

"Month" means calendar month.

DURATION OF CONTRACT.

2. This Contract shall continue in force until it shall be determined under any provisions hereinafter contained in that behalf.

SURVEYS.

3. The Government shall grant to the Company all necessary facilities for making such surveys for the purpose of the new line as may appear necessary or

desirable. The Company shall with all convenient speed undertake and carry out the necessary surveys for that purpose and shall submit to the Government the results thereof and all plans, drawings, specifications, schedules of quantities, estimates and reports made in connection therewith for approval and the same when approved, subject to such alterations thereof and deviations therefrom as shall from time to time be agreed between the Government and the Company, shall be adhered to and adopted as nearly as circumstances will permit. The situation and extent of all stations, station yards, sidings, offices, warehouses, building, conveniences and appurtenances to be constructed in connection with the new line shall be subject to the approval of the Government. The Company shall be allowed to expend and to debit to the capital cost of constructing the new line in respect of the cost of the said survey and of such plans, drawings, specifications, schedules of quantities, estimates and reports a total sum equalling £20 for each mile of the new line.

Construction of Railway and Equipment with rolling stock.

4. The Company shall on the Government at the request of the Company duly providing in the manner prescribed in Clause 5 all land necessary for that purpose substantially commence the construction on or before the Thirty-first day of December, One thousand nine hundred and nine and subject to any extension of time that the Government may see fit to grant, shall within three years from the date of obtaining possession of all the lands required for the same complete and make ready and fit for opening for public traffic throughout in the manner and subject to the provisions hereinafter prescribed and contained a single line of Railway of the two feet six inches gauge about thirty-six miles in length, to extend from the point on the Frontier of the territories of the Government to which an extension of the existing line from Tadwala is about to be constructed by the Company to the Town of Latur and which shall be called by the name of the Latur Extension of the Company in order to distinguish it from the Company's existing line. The standard dimensions of fixed structures and rolling stock for the new line shall be the same as those laid down by the Secretary of State in the Concessions, the terms of which shall be strictly followed, save that the new line is only to be required to be fenced at stations. The Company shall also with due diligence equip the said new line with all such rolling stock, plant and machinery as shall from time to time in the opinion of the Government be necessary or suitable for working the same. The Company shall also provide a level crossing at each place where the new line crosses any district or village road, and shall maintain at each of the level crossings at which the Inspecting Officer may from time to time direct the same to be maintained one or more gate keepers. The Company shall also provide at each of the road bridges crossed by the new line, at which the Inspecting Officer shall from time to time direct the same to be provided, permanent signals.

Land.

5. The Government shall, after the definite selection of the route and direction of the new line or of any part or parts thereof which shall be determined by the

Government, and as and when required by the Company, provide free of cost to the Company the lands which shall be permanently or temporarily required for the construction of the new line and for the works connected therewith, and for the stations, station yards, sidings, offices, warehouses, conveniences and appurtenances, aforesaid, and shall give to the Company possession of the lands so provided. All land of which possession shall be so given which shall not be permanently required for the purposes of the Company, shall, as soon as practicable, be delivered up by the Company to the Government. The Government will permit the Company to take, free from any royalty or other payment, such stone, sand, gravel, earth, brick earth and local products suitable for conversion into lime and mortar, being respectively the property of the Government, as may be *bona fide* reasonably necessary for the purposes of the construction of the new line or any part thereof provided that the same be taken only from waste land and from such places on such waste land within a convenient distance from the works as shall be agreed upon between an officer to be appointed by the Government on the one hand and the Company on the other hand.

OPENING FOR PUBLIC TRAFFIC.

6. The Company may, from time to time, as often as the Inspecting Officer shall certify that any portion of the new line is fit for the conveyance of passengers and goods, open the same portion for public traffic, and the Company shall open the new line for public traffic throughout and with a good and sufficient stock of engines, carriages, waggons, plant and machinery for working the same in conformity with the provisions of this Contract when and so soon as the Inspecting Officer shall have certified that the new line is complete and fit for the conveyance of passengers and goods throughout. The stock of engines, carriages and waggons provided for the new line and charged to capital shall be earmarked in a suitable manner to identify them as having been provided for and as belonging to the new line but the Company shall be at liberty to use the said engines, carriages and waggons so provided for the new line on any part of the lines of the Company as the needs of the traffic over such lines may require, but nothing in this Clause shall relieve the Company from their obligations under Clause 4 hereof, or any part thereof. During the construction of the new line all materials to be used and also the manner in which the works are performed shall be subject to the inspection and approval of the Inspecting Officer.

GRANT OF LEASE TO THE COMPANY.

7. Upon the new line being completed and opened for public traffic throughout, the Government will grant to the Company, if required by it, a 'ease o', or by notification in the "Government Gazette" or otherwise secure to the Company free of rent a right and title to, so much and such parts of the land provided under Clause 5 hereof, as shall be permanently required for the purposes of the Company and the railways and works constructed thereon, for a term of Ninety-nine years from the date of the opening of the new line throughout, and the Government shall

guarantee to the Company the right to and possession of such land as against any claimant, but shall not be called upon to show any title thereto. Provided always that the said lease or right shall be subject to the right of H. H. the Nizam's Railways Company to exercise the option referred to in Clause 32, and also to the option of the Government under Clause 33 hereof.

MAINTENANCE AND MANAGEMENT OF THE RAILWAY.

8. The Company shall keep the new line or so much thereof as shall for the time being have been opened for traffic, and all the stations, station yards, offices, warehouses, conveniences, and works thereto belonging, in good repair, and sufficiently supplied with engines, carriages, rolling stock, plant and machinery, and shall keep the whole in good working condition. The whole shall at all times be open to the inspection of the Inspecting Officer, and the Company shall afford to the Inspecting Officer all such facilities as may be reasonably requisite to enable him to perform his duties. The Company shall upon notice in writing from the Government forthwith execute all such works and do all such things as upon the Report of the Inspecting Officer shall be found to be necessary for keeping the new line in good repair and in good working condition, and sufficiently supplied as aforesaid. On receiving any such notice the Company shall, with all reasonable speed, execute and do the works and things described therein. If in any case the Company shall fail to execute and do such works and things to the satisfaction of the Inspecting Officer within a reasonable time the Government may execute and do the works and things, or the portion thereof unexecuted by the Company, and for that purpose may from time to time enter upon any land or premises of the Company, and the Company shall on demand pay to the Government the money properly expended by the Government in executing such works, and if such moneys shall not be paid on demand the same shall carry simple interest as against the Company at the rate of Four per cent. per annum to be computed from the time of demand for payment of such moneys until payment of the same.

ALTERATIONS, IMPROVEMENTS AND ADDITIONS.

9. After the new line shall be opened for traffic throughout the Government may from time to time upon the report of the Inspecting Officer, by notice in writing require the Company to carry out at its own cost any reasonable alteration or improvement in or addition to such new line, or in or to any stations, station yards, offices, warehouses, conveniences or works therewith connected respectively which consistently with the provisions of Clause 4 may be necessary for the safety of passengers or of the public or for accommodation of increased or increasing traffic and to supply such additional engines, carriages, rolling stock, plant and machinery as the Government may consider necessary. Such notice shall specify the alteration, addition or improvement required and also shall in general terms describe the works to be executed for the purpose of carrying out such alteration, addition or improvement. On receiving any such notice the Company shall with all reasonable speed execute the works described therein, the Government providing

(on terms similar to those on which land is to be provided under Clause 5) any land that may be required for the purpose, and granting to the Company a lease of, or other title as aforesaid, to such land, for the period in Clause 7 mentioned, and upon the same terms. If in any case the Company shall fail to execute and complete the works to the satisfaction of the Inspecting Officer, and within a reasonable time, the Government may execute the works or the portion thereof unexecuted by the Company and for that purpose may from time to time enter upon any land or premises of the Company and the Company shall on demand pay to the Government the moneys expended by the Government in executing such works and if such moneys shall not be paid on demand the same shall carry simple interest as against the Company at the rate of Four per cent. per annum, to be computed from the time of demand for payment of such moneys until payment of the same. The Company shall, if and when required by the Government, construct and provide at any station or stations on the new line, such accommodation for Post Offices and quarters for the postal staff of the Government as the Government may reasonably require. The cost of any such Post Office accommodation and quarters shall be debited to the Capital Account of the Company, and the Government shall pay to the Company therefor a rent not exceeding Seven-and-a-half per cent. per annum on such cost.

Working of the Railway, Fares, &c.

10. The Government may from time to time prohibit the Company from using, for the purpose of the new line, any engine, carriage, wagon, vehicle, boat, machine, or appliance of any kind whatsoever, the use of which shall be declared by the Inspecting Officer to be attended with danger to passengers or the public, and the Government may, by taking possession of such engine, carriage, wagon, vehicle, boat, machine, or appliance, or by such other means as they shall think fit to employ, prevent the Company from using the same.

11. The Company shall, unless hindered or prevented by accident, or any other matter beyond their own control, cause at least one train daily to be run from either extremity of the portion of the new line which shall for the time being have been opened for traffic to the other extremity of the same line, and so as to afford reasonable convenience for the Post Office of the Government and the Government of India.

12. The rates and fares to be charged by the Company for the carriage of passengers and goods respectively over the new line shall not, unless otherwise agreed between the Government and the Company, be in excess of the rates and fares from time to time in force on the existing line.

Services to be rendered to the Government.

13. The Company will at all times convey free of charge on the new line and on any part thereof which for the time being shall have been opened for traffic, the mails and post office bags of the Government and the Government of India and the guards and other servants of the Post Office of either of the Governments in charge thereof, and also (when they are on duty) all officers and persons in the

administration of the Post Office of the Government and the Government of India. The Company will also at all times convey on the new line all troops and sailors in the service of the Government, and of the Government of India, when such troops are on duty, at such rates as may be fixed by the Indian Railway Conference Association from time to time, and will also carry all police officers, engineers, artizans and other persons when employed on the business of the Government or the Government of India at rates calculated as follows, *viz.*, as to all commissioned offices and persons in a similar station in life in the service of the Government or of the Government of India at second class fares for carriage in first class carriages; as to all troops, sailors and artizans under the rank of commissioned officers and all subordinate members of the police service (but excluding officers or men serving in the office of the police establishment) at the lowest fares applicable to the train by which they travel, provided such officers as last mentioned shall be entitled to travel only in carriages of such class as they are entitled to travel in under the rules of Government or the Government of India. The Company will also carry for all troops and sailors in the service of the Government or of the Government of India when on duty, and for all engineers, artizans and other persons and all police officers and members of the police service when travelling on the business of the Government, luggage free of charge to the following extent, that is to say, for every one hundred men entitled to travel at the lowest fares, two tons; and for every number of men less than one hundred, such amount as shall bear the same proportion to their number as two tons bears to one hundred men and for every military officer and police officer in the service of the Government or of the Government of India who shall be travelling on duty or on the business of the Government or of the Government of India and who shall be entitled to travel first class, the same amount as an ordinary first class passenger is entitled to take with him free of charge; and for every police officer in the service of the Government or of the Government of India and who shall be travelling on duty or on the business of the Government or of the Government of India and who shall be entitled to travel second class, the same amount as an ordinary second class passenger is entitled to take with him free of charge. The Company will also at all times convey on the new line all military establishments not hereinbefore specified, all horses and other animals used for military purposes, guns, ammunition, military stores, carriages, waggons, camp equipage and equipments, and all public stores of what kind soever of the Government or the Government of India at the rates for the time being charged on the existing line for conveyance of such establishments, equipments and stores on behalf of the Government of India. The several privileges of conveyance and carriage hereby stipulated for over the new line shall at all times be enjoyed, and all other reasonable requirements of the Government or the Government of India shall be complied with in preference to and with priority over the public use of such new line.

14. The Company shall convey on the new line gold and silver bullion and coin and nickel and copper coin belonging to the Government or to the Government of India and the persons in charge thereof at special rates to be from time to time respectively agreed upon between the Government and the Company and between the Government of India and the Company.

TELEGRAPHS.

15. The Government of India shall be at liberty to construct, maintain, use and work such electric telegraphs and telegraphic appliances in respect of the new line as it shall think fit along the new line or any part or parts thereof and it shall be lawful for the Government of India for such purposes to enter at all reasonable times by its agents, workmen or others on the new line or any part thereof and to erect, maintain, make, do and execute thereon, all such buildings machinery, works, acts, and things not unnecessarily obstructing the working of the new line as it shall consider necessary or proper in relation to the construction, maintenance, use and working of the said telegraphs and telegraphic appliances. And the Government of India shall not in respect to such matters or any of them be subject to the control or interference of the Company. All buildings, machinery, works and appliances erected or brought by or on behalf of the Government of India on the new line or any part thereof shall be and remain the property of the Government of India and shall be removable by it at pleasure. The Company shall at all times furnish the Government of India with such free passes over the new line as they shall require for persons employed in or about the construction, maintenance, working or inspection of all electric telegraphs and telegraphic appliances hereinbefore referred to or any buildings or works appertaining thereto.

16. The Government of India has agreed to construct or provide such electric telegraphs and telegraphic appliances as the Company shall, with the approval of the Government of India, from time to time require for the purposes of working the new line, and to allow the Company to have the exclusive use (so long as they shall work the new line) of such telegraphs and telegraphic appliances, and to maintain the same in good repair and good working condition. The working of such last-mentioned telegraphs and telegraphic appliances shall be exclusively in the hands of the Company, and at their cost. But the Company shall observe the rules for the time being in force in the case of Indian State Railway Telegraphs or such of the said rules as the Government of India may from time to time prescribe for their observance. And the Company will pay the charges of the Telegraph Department of the Government of India for rent, maintenance and inspection of the telegraphs and telegraphic appliances provided under this clause for their use.

POLICE.

17. If the Company shall so desire, the Government will provide at the sole cost of the Company such a force of Police as with the approval of the Government the Company shall from time to time require for the protection of so much of the new line as shall for the time being be under construction or shall not have been opened for public traffic. The Government shall also provide and maintain for the purposes of the new line such a force of Police as the Company with the approval of the Government, shall from time to time require, and also if the Company with the like approval shall require, a Railway Magistrate, which Police Force and Railway Magistrate shall be under the direction of the British Resident at Hyderabad, through whom the Government of India shall be entitled to exercise

full criminal jurisdiction over the lands appropriated to the new line in the same manner as such jurisdiction is now exercised in respect of other railways running through the territories of the Government, provided that in case of difference between the Government and the Company, as to the extent of the force required for the preservation of law and order, the determination of the question shall rest with the Government. The cost of providing and maintaining the whole force of Police employed for the purposes of the new line after it shall have been opened for traffic throughout and the salary of the Railway Magistrate, including all pensionary and gratuity charges, if any, shall be defrayed as follows (that is to say) three-tenths thereof shall be borne by the Government and the remaining seven-tenths shall be borne by the Company.

ADDITIONAL CAPITAL OF THE COMPANY.

18. The Company shall, on or before the Thirty-first day of December, One thousand nine hundred and nine, raise, for the purposes of the new line, by the issue of Debentures or Debenture Stock, secured in such manner as the Company may determine, or by such other means as the Company may deem advisable, such an amount of further capital, in addition to the capital already issued by it for the purpose of its existing line as shall be agreed on between the Government and the Company, not being less than one hundred and twenty-five thousand pounds, and shall, at the expiration of that period, notify the Government that the whole of the said issue of capital has been taken up. If the Company shall fail to comply with any of the provisions of this clause, the Government may determine this contract by notice in manner provided in Clause 37, but the Company shall incur no further responsibility to the Government under this Agreement. It shall be lawful for the Company to pay such sum as it shall think fit, not exceeding ten per cent. on the amount of capital issued, to meet preliminary expenses in connection with this contract and the raising of capital for the new line, including commission for underwriting, brokerage on underwriting and procuring subscriptions to such capital, advertising prospectus, and other expenses of and attending such issue and the amount so paid as between the Government and the Company shall form part of the capital expenditure of the new line, and be debited to the Capital account hereinafter mentioned.

PAYMENT OF INTEREST OUT OF CAPITAL.

19. The interest which may from time to time accrue due and become payable in respect of the said debenture or other capital authorised by Clause 18 or any part thereof during the construction of the new line, and until the close of the half year in which the same shall be completed and opened for public traffic throughout at Four per cent. per annum shall from time to time be paid by the Company out of Capital and shall be debited to the said Capital Account. Until the close of the half-year in which the new line shall be completed and opened for traffic throughout, the net earnings thereof shall be applied in the first place in or towards replacing any sum or sums paid by the Company in respect of interest on capital during construction under this clause.

SANCTION TO CAPITAL EXPENDITURE OF COMPANY.

20. Subject to the provisions of this Contract, all the expenses of the Company in relation to the construction of the new line which shall be debitable to capital shall from time to time be stated and submitted to the Government for their sanction and approval, and as between the Company and the Government shall be allowed so far only as the same shall from time to time have been sanctioned and approved by the Government Provided always that in case any dispute or difference shall arise between the Company and the Government regarding any item of expenditure which shall have been incurred or shall be proposed to be incurred, such dispute or difference shall be referred for settlement through the British Resident at Hyderabad to the Government of India in their Railway Department, whose decision shall be conclusive and binding on both parties.

CAPITAL ACCOUNT AND AUDIT THEREOF.

21. The Company shall keep a Capital Account in British Indian currency (separate from the Capital Account relating to the existing line) in the form kept by Indian Railway Companies working Railways under the supervision of the Secretary of State, and the Company shall at its own cost render the Capital Account kept by it under this Clause to the Government at such times as the Government shall from time to time require.

22. In the Capital Account shall be entered all such expenditure and receipts of the Company under this Contract as pursuant to this contract shall be chargeable with the sanction of the Government to Account of Capital, including :—

(1) All expenditure on Surveys authorised by Clause 3 of this Contract.

(2) The sum of Two hundred and fifty pounds per annum from the date of this Contract to the date of the new line being opened for traffic throughout for Directors' fees referable to the construction of the new line, the sum of Three hundred pounds per annum for the like period for management expenses in England referable to such construction and a proportionate part, to be determined in accordance with the relative mileage of the existing line and of the new line, of the cost of management in India of the Company's affairs, which last mentioned proportion shall be deemed to be the proportion of general expenses of management of the Company's affairs in India referable to the construction of the new line and the aggregate of the said several sums shall be deemed to form part of the cost of the new line.

(3) All sums paid for preliminary expenses in pursuance of or authorised by Clause 18 of this Contract.

(4) All moneys which shall be actually expended by the Company with the sanction of the Government upon works, rolling stock, plant and machinery of the new line or for any other purpose of the said new line, the cost of which is chargeable to Account of Capital.

(5) All expenses of maintenance or repair incurred within twelve months from the close of the half-year in which the new line is completed and opened for traffic throughout.

(6) All sums paid for interest in pursuance of Clause 19 of this Contract.

(7) The cost of providing and maintaining a Police Force in accordance with the Provisions of Clause 17 of this Contract in relation to any such part of the new line as for the time being shall be under construction or shall not have been opened for public traffic.

(8) The charges of the Telegraph Department of His Majesty's Indian Government for rent, maintenance and inspection of such electric telegraphs and telegraphic appliances (if any) as the Secretary of State may allow the Company to use in relation to the construction of the new line or any part thereof or in relation to any part of the said new line which shall not for the time being have been opened for public traffic.

(9) So much as ought pursuant to Clause 9 of this Contract from time to time to be charged to Account of Capital.

(10) The principal moneys paid by the Company to the Government in respect of any works acts and things which shall be executed or done by the Government under the provisions of this Contract provided that the cost thereof if executed or done by the Company would have been expenditure chargeable to Account of Capital.

(11) The cost of the audit of the Capital Accounts.

(12) All such other expenses as the Government and the Company shall agree to treat as Capital expenditure.

23. For the purposes of the said Capital Account all payments made by the Company in England and which ought to be entered in the said Capital Account shall for the purpose of such entry be converted into the currency of British India at the rate of Sixteen pence per rupee or at such other rate (if any) as may for the time being be prescribed by the Secretary of State or be in force for the remittance of moneys of His Majesty's Government of India from England to India.

24. The Company's accounts of all its expenditure and receipts on Capital Account in respect of or in relation to the new line either in India, England or elsewhere shall be audited for the Government by any person or persons appointed by the Government from time to time in that behalf as well as on behalf of the Company and the Company shall give every facility and assistance required for carrying out such audit and produce to the Auditor or Auditors all vouchers, books, accounts, papers and documents of the Company necessary for the purposes of audit to the satisfaction of the Government. The necessary costs of the audit shall be defrayed by the Company and included in the Capital Account.

25. If any question shall arise whether any expenditure incurred by the Company in relation to the new line is to be treated in the whole or in part as a charge incurred on Capital Account or how the same is to be dealt with, the same shall be determined on the general principle that capital is to bear the cost of new works, of additional rolling stock, plant and machinery, and of substantial improvements

of and additions to, old works, rolling stock, plant and machinery (including the cost of any temporary new work, the construction of which is requisite for the construction of a work properly chargeable to capital) and the cost of maintenance of the new line until twelve months after the close of the half-year in which the new line shall be completed and opened for traffic throughout and that the cost of repairs, restorations, renewals or replacements falls under the head of working expenses and is not a charge incurred on capital account (provided that the expenses of maintenance or repair incurred within twelve months from the close of the half-year in which the new line shall be completed and opened for traffic throughout shall be borne by capital). After the new line has been opened for traffic throughout, no portion of the salaries or allowances of any of the Company's permanent, supervising or other administrative staff shall be chargeable to capital although for the time being employed partly or wholly in directing or superintending work so chargeable, and no expenses connected with the engagement or passage from or to England of any person in the Company's service shall be chargeable to capital unless such persons shall have been specially engaged to carry out work chargeable to capital, and been actually employed on such work, but, until the new line is opened for traffic throughout all the expenses of the Company (including all costs and expenses of the Government and of the Company in relation to this Contract) shall be chargeable to capital.

26. If any difference shall arise between the Government and the Company as to whether any expenditure incurred in any particular case is to be treated as a charge incurred on Capital Account the matter in difference shall be referred for final decision to the Company's Auditors or some other person, to be named by the Company, and a person to be named by the Government. The Company's Auditors or such other persons as may be named by the Company as aforesaid, as the case may be, and the person to be named by the Government as aforesaid shall be at liberty to proceed with the reference to them forthwith after the matter in difference shall have been referred to them, but they shall within fourteen days after the matter in difference shall have been referred to them if they are able to agree upon the person to be so appointed, appoint an Umpire, and in case of their being unable to agree upon their decision on the matter in difference which shall have been referred to them, such matter in difference shall, if they shall have appointed an Umpire within the time aforesaid, stand referred to the final decision of such Umpire, or if for any reason whatever they shall not have appointed an Umpire within the time aforesaid, the said matters in difference shall stand, referred to the final decision of such Umpire as may, on the application of either party, made at any time after the expiration of the said period of fourteen days, be appointed by the Government of India in the Railway Department. The cost of any such reference shall, unless the referees or referee shall otherwise direct, be treated as part of the working expenses of the Company.

Certification of Capital Expenditure.

27. When and so soon as the new line and all proper stations, station yards, offices, warehouses, conveniences and works thereof shall have been completed

and provided with the necessary engines, carriages, works, rolling stock, plant and machinery, the Government shall, by examination of the Capital Account of the Company, ascertain and certify the amount of the Capital Expenditure in relation to the new line. If any further expenditure shall from time to time be made by the Company, which, in pursuance of the provisions of Clause 22, ought to be entered in the Capital Account of the new line, or if any payment shall be made by the Company to reimburse the Government for moneys expended by the Government under Clause 9, and if it is agreed between the Government and the Company that such expenditure or payment is properly chargeable to capital, the same shall in like manner be entered in the Capital Account, and from time to time, as occasion shall require, the said Capital Account shall be made up and started afresh, and the total amount of expenditure entered therein shall be ascertained and certified by the Government.

MISCELLANEOUS PROVISIONS.

28. The Company, in respect of the new line, shall be subject to provisions as nearly as circumstances will admit of, and having regard to the provisions of this Contract, similar to those contained in the "Indian Railway Act, 1890," and the "Telegraph Act of 1885" of the Indian Legislative Council, and, in any subsequent Acts affecting railways or telegraphs to be hereafter passed by the Government of India; and the Government will pass an Act or Acts, or issue an Edict or Edicts for the purpose of giving to the Company like powers to those conferred upon Railway Administrations and Telegraph Authorities respectively in the said Acts of the Legislative Council respectively and in such further Acts or Edicts for facilitating the business and operations of the Company in respect of the new line as the Company shall require and the Government shall approve.

29. All materials, plant, engines, rolling stock, machinery and utensils required for the construction and equipment of the new line, or for the electric telegraphs and telegraph appliances aforesaid, or for the maintenance and working thereof shall be permitted to be passed and imported into the territories of the Government free of all customs charges and import duties or other imposts.

30. The Company shall keep accounts and returns of its traffic over the new line in a manner similar to those required by the Government of India to be kept by the Indian Railway Companies whose undertakings are worked under the supervision of the Secretary of State for India and in forms similar to those in which the like accounts and returns of traffic are required to be kept by such Companies or in such other manner and form as the said accounts and returns shall for the time being be required by the Government of India, and the Company shall at its own cost render all accounts and returns of traffic required to be kept by it under this Clause to the Government at such times as the Government shall from time to time require.

31. No currency other than the Halli Sicca currency shall be issued in payment of Railway charges of any kind at any of the stations of the new line.

32. The Company shall enter into an agreement with His Highness the Nizam's Railways Company upon the terms that His Highness the Nizam's Railways Company shall waive its preferential right to make and construct and also its preferential right, if any, to work the new line in favour of the Company, and that in consideration thereof His Highness the Nizam's Railways Company shall have the option on giving to the Company on or at any time after the expiration of twenty years from the opening of the new line for traffic throughout twelve months' previous notice in writing of its intention so to do of purchasing the new line exclusive of all engines, rolling stock, workshop machines and stores belonging to the Company and used for or appropriated to the new line and all the rights of the Company under this Contract at a price which shall be Five per cent. in excess of the actual capital expenditure on the new line as shewn in the Capital Account of the Company, excluding the cost of rolling stock, workshop machinery and stores but including preliminary expenses and interest on capital during construction at the rate of Four per cent. for a period not exceeding one year, such price to be paid in sterling provided that the agreement aforesaid, which shall be made between the Company and His Highness the Nizam's Railways Company shall contain a stipulation that the option to purchase thereby given to His Highness the Nizam's Railways Company shall be subject in all respects to the rights of the Government under the several Contracts between the Government and His Highness the Nizam's Railways Company, and shall in no way prejudice such rights. The equivalent of the said price to be paid by His Highness the Nizam's Railways Company shall be payable in London in sterling at the exchange of Sixteen pence per rupee or at such other rate as shall be for the time being prescribed by the Secretary of State or be in force for the remittance of moneys of His Majesty's Government of India from India to England.

33. If His Highness the Nizam's Railways Company shall not be in a position to exercise or shall not exercise the option authorised by the last preceding clause to be given to it the Government shall be at liberty on giving to the Company on or at any time after the expiration of twenty years from the opening of the new line for traffic throughout twelve months' previous notice in writing of its intention so to do, to purchase the new line, together with all engines, carriages, rolling stock, machinery and capital stores used for or appropriated to the working of the new line, at a price which shall be Five per cent. in excess of the actual capital expenditure on the new line as shown in the capital account of the Company, and on payment of the purchase money which may become payable by the Government under this clause (including the said premium or bonus of Five per cent.) which payment shall be made in London in sterling at the exchange of Sixteen pence per rupee or at such other rate as shall be for the time being prescribed by the Secretary of State or be in force for the remittance of moneys of His Majesty's Government of India from India to England, the Government shall become the absolute proprietors of the new line, free from all debts and charges whatsoever, and the Company shall thereupon deliver to the Government possession of all lands of which the Company shall have acquired possession under

Clause 5 of this Contract and of all the engines, carriages, rolling stock, plant, machinery and capital stores used for or appropriated to the new line, and all surveys, plans, sections, printings, writings, drawings and documents whatsoever in anywise relating thereto. Provided that if in case of the acquisition of the new line by Government under this present clause the purchase money is not paid on the date as from which the acquisition is to take effect, the same shall bear interest in favour of the Company at Four per cent. per annum from that date until payment.

34. Every notice, direction, requisition, appointment, approval or certificate to be given or signed on the part of the Government or of the Government of India for any of the purposes of this Contract shall be sufficient and binding if in writing signed by any duly authorised official of the Government, or, as the case may be, of the Government of India.

35. The Company shall at all times keep an office established at Barsi Town or Barsi Junction as the Company may determine, and shall keep at such office an authorised Agent or Committee of Agency with whom the Government may communicate on affairs concerning the new line. All drafts drawn and receipts given by the said Agent or Committee of Agency, or under his or their authority on behalf of the Company concerning the new line and the affairs thereof, shall be binding on the Company, and every notice to be given to the Company other than the notices mentioned in any of the several Clauses hereinafter contained, which shall be served at the Company's registered office in London, shall be sufficiently given if left at the office first mentioned in this Clause, or if personally served on the Agent or any member of the said Committee of Agency.

36. Nothing in this Contract contained shall prevent the Government from constructing and working, or sanctioning the construction and working, of any connecting line or lines of railway of the metre gauge in any direction or directions between the Southern Mahratta Railway System and the Hyderabad Godavari Valley Railway at any time or times, or upon any terms and conditions the Government may think fit, and no claim shall be made upon the Government by the Company for compensation in respect of the prejudicial effect upon the said railways, or the profits thereof, of the construction or working of any such line or lines as aforesaid.

TERMINATION OF CONTRACT.

37. In the event of the Government not previously acquiring the new line under Clause 33, then on the expiration of this Contract by effluxion of time the land which shall have been provided for the Company under this Contract so far as the same shall not have been previously delivered up by the Company, shall, with the new line, and all buildings, works and fixed machinery thereon not then already belonging to the Government, revert to the Government free from all debts and charges whatsoever. The Company shall thereupon deliver to the Government all plans, surveys, section books, printings, writings, drawings and documents whatsoever in any wise connected with the new line and the affairs thereof, and the Company shall sell and the Government shall purchase all engines, carriages, rolling stock, plant and machinery and stores, which, on the

expiration of this Contract, shall be the property of the Company, and used for or appropriated to the working of the new line and charged in the Capital Account thereof, for such sum of money as shall be the fair value thereof for the purposes of the new line, the same to be determined, in case of dispute, by arbitration, in manner by Clause 39 of this Contract provided in respect of the matters therein dealt with, and such sum of money, with interest thereon, at the rate of Four per cent. per annum, calculated from such expiration as aforesaid until payment, shall be paid in sterling by the Government to the Company in London within six months after the amount thereof shall have been determined.

38. In case of any breach on the part of the Company of any of the provisions of Clause 18 of this Contract or if the new line shall not be constructed in accordance with provisions of this contract and completed ready and fit for opening for public traffic throughout within the time prescribed by Clause 4 hereof then it shall be lawful for the Government to give to the Company in London six months' notice in writing of the intention of the Government to terminate the interest of the Company in the new line and works and the land provided for the same and unless the default or breach shall be made good or remedied prior to the expiration of the said six months or such further period if any as shall be agreed between the Government and the Company or determined by arbitration under Clause 39, it shall be lawful for the Government on the expiration of the same six months or such further period as the case may be and upon payment of the amount next hereinafter mentioned to assume possession of the new line, works and lands and of the engines, carriages, rolling stock, plant, machinery and stores belonging or appropriated to the new line free from all debts and charges whatsoever. And in case of such possession being assumed the Government shall pay to the Company in the currency of British India the amount of the capital cost of the new line to the date of such possession as shown by the Company's capital account.

39. Upon the Government acquiring the right of possession of the new line and the interest of the Company in the same terminating under either of the two Clauses last hereinbefore contained the obligations of the parties hereto under any of the provisions of this Contract (save the provisions in such two Clauses) shall as to any further operation thereof cease.

ARBITRATION.

40. If the Government and the Company shall fail to agree touching any matter with respect to which their agreement is required by this Contract or if any dispute or question shall arise as to the necessity for or the character, situation or extent of any work proposed by the Company or required by the Government to be executed by the Company under any of the provisions hereinbefore contained, or if any case whatsoever (except with respect to matters referred to in Clauses 20 and 26) of dispute, question or controversy shall at any time arise between the Government and the Company touching this Contract, or the construction or operation hereof, or the rights, duties or liabilities of either party in relation to the premises, then and in any of such cases, the matter as to which the

Government and the Company shall fail to agree or the matter in difference as the case may be, shall be submitted to a Board of Arbitration, consisting of two members, of whom one member shall be appointed by the Government and the other by the Company and the duty of such Board shall be to enquire into and to endeavour equitably to adjust and determine such disputes, and the decision of such Board shall be final. The said Board shall be at liberty to proceed with any reference to them forthwith after the matter in difference shall have been referred to them, but they shall, within fourteen days after any matter in difference shall have been referred to them, if they are able to agree upon the person to be so appointed, appoint an Umpire, and in case of their being unable to agree upon their decision on the matter in difference which shall have been referred to them, such matter in difference shall, if they shall have appointed an Umpire within the time aforesaid, stand referred to the final decision of such Umpire, or if for any reason whatever they shall not have appointed an Umpire within the time aforesaid, then such matter in difference shall stand referred to the final decision of such Umpire as may, on the application of either party, at any time after the expiration of the aforesaid period of fourteen days in this clause mentioned, be appointed by the Government of India in the Railway Department. No appeal shall lie from the final decision of the said Board, or of the said Umpire, as the case may be, and upon every such reference the said Board and Umpire shall respectively have power to examine witnesses upon oath or affirmation, and to fix, settle and determine the amount of the costs of the reference and award respectively or incidental thereto to be paid by both parties or by either party, and to direct and award when and by whom such costs shall be paid. In matters not otherwise herein provided for, the provisions of the Indian Arbitration Act (Act IX of 1899) shall have effect in relation to every arbitration under this Contract.

In witness whereof His Excellency Rajai Rajayan Maharajah Sir Kishen Pershad Bahadur, K.C.I.E., Yamin-us-Sultanat, Prime Minister to His Highness the Nizam, acting for and on behalf of the Government of His Highness the Nizam of the Hyderabad State, has hereunto set his Hand and Seal, and the Company has caused its Common Seal to be hereunto affixed the day and year first above written.

Signed, Sealed and delivered by the above-named Sir KISHEN PERSHAD YAMIN-US-SULTANAT in the presence of } SIR KISHEN PERSHAD YAMIN-US-SULTANAT.

Witness, MHD. AZIZ MIRZA.

Witness, SHAH MIRZA BEG.

The Common Seal of THE BARSI LIGHT RAILWAY COMPANY, LIMITED, was affixed hereto in the presence of

D. Yule, } *Directors.*
W. A. Browne, }
W. A. Browne & Co., *Secretaries.*

No. XXXVII.

AGREEMENT between the NIZAM'S GUARANTEED STATE RAILWAYS COMPANY LIMITED and the BARSI LIGHT RAILWAY COMPANY LIMITED—1909.

This agreement made the Fourth day of May One thousand nine hundred and nine between the Barsi Light Railway Company Limited a Joint Stock Company incorporated under the Companies Acts 1862 to 1890 and having its registered office at Winchester House Old Broad Street in the City of London (hereinafter called the Barsi Company) of the one part and His Highness the Nizam's Guaranteed State Railways Company Limited a Joint Stock Company incorporated under the Companies Acts 1862 to 1890 and having its registered office at Winchester House aforesaid (hereinafter called His Highness the Nizam's Railways Company) of the other part Whereas His Highness the Nizam's Railways Company has constructed several lines of Railway within the territories of His Highness the Nizam of Hyderabad under concessions granted by the Government of His Highness the Nizam (hereinafter called the Government) And whereas under its arrangements with the Government His Highness the Nizam's Railways Company is entitled to have the preference to make and construct all Railways within the territories of His Highness the Nizam subject as in a certain agreement bearing date the Twenty-seventh day of December One thousand eight hundred and eighty-three between the Government of His Highness the Nizam of the first part and His Highness the Nizam's Railways Company of the second part is set forth And whereas the Barsi Company has constructed several lines of Railway in British India of the two feet six inches gauge one of which (known as the Tadwala Extension) has its terminus at the town of Tadwala which is situate about a mile from the Frontier dividing the territories of British India from those of the Hyderabad State And whereas with a view of further extending the said Tadwala extension to the Town of Latur in the Hyderabad State the Barsi Company lately obtained from the Secretary of State in Council of India a concession for making and working a line of Railway of the two feet six inches gauge from the terminus of its said Tadwala extension at Tadwala aforesaid to the Frontier of the Hyderabad State in the direction of Latur And whereas in order to obtain a concession from the Government for the construction and working of a single line of Railway of the said two feet six inches gauge from the point on the Frontier of the said Hyderabad State at which the line authorised by the lastly above recited concession will terminate to the Town of Latur (a distance of about thirty-six miles) the Barsi Company applied to His Highness the Nizam's Railways Company for the consent of that Company to such application which His Highness the Nizam's Railways Company agreed to give upon the Barsi Company agreeing to execute these presents And whereas by an agreement dated the Twenty-first day of April One thousand nine hundred and nine made between the Government of the one part and the Barsi Company of the other part a concession was granted to the Barsi Company to construct and work the said line of Railway from the Frontier of the Hyderabad State to the said Town of Latur (therein and hereinafter referred to as the new line)

on the terms therein set forth and it was a term of the said agreement now in recital that the Barsi Company should enter into an agreement with His Highness the Nizam's Railways Company containing (*inter alia*) a portion of the terms of these presents Now this Agreement witnesseth and it is hereby agreed in consideration of the premises as follows :—

1. His Highness the Nizam's Railways Company hereby waives in favour of the Barsi Company its preferential right to make and construct and also its preferential right (if any) to work the new line but without prejudice to any other rights now vested or hereafter to be vested in His Highness the Nizam's Railways Company.

2. The Barsi Company will not so long as His Highness the Nizam's Railways Company shall continue to enjoy as at present the preference to make and construct all Railways within the territories of His Highness the Nizam subject as provided in the said agreement of the Twenty-seventh day of December One thousand eight hundred and eighty-three between the Government of His Highness the Nizam and His Highness the Nizam's Railways Company apply to the Government for any further concession to construct or directly or indirectly acquire or construct a Railway or Railways in the said territories or any of them other than the new line without the previous written consent of His Highness the Nizam's Railways Company first had and obtained.

3. The Barsi Company shall, subject to the raising of the necessary capital and to the necessary land being provided for that purpose by the Government, substantially commence the construction of the new line on or before the Thirty-first day of December One thousand nine hundred and nine.

4. His Highness the Nizam's Railways Company shall have the option on giving to the Barsi Company at its registered office in London on or at any time after the expiration of twenty years from the opening of the new line for traffic throughout twelve calendar months notice in writing of its intention so to do to purchase the said new line as defined in the said agreement of the Twenty-first day of April One thousand nine hundred and nine between the Government of one part and the Barsi Company of the other part and all the rights of the Barsi Company under the said agreement but such option shall be subject in all respects to the rights of the Government under the said agreement of the Twenty-first day of April One thousand nine hundred and nine between the Government of the one part and the Barsi Company of the other part and also under the several Contracts between the Government and His Highness the Nizam's Railways Company and shall in no way prejudice such rights and on the expiration of any such notice, the following provisions shall have effect, that is to say :—

(A) The Barsi Company shall sell and His Highness the Nizam's Railways Company shall purchase the new line as defined in the hereinbefore recited agreement of the Twenty-first day of April One thousand nine hundred and nine, between the Government of the one part and the Barsi Company of the other part together with its equip-

ment, that is to say all stations, fixed machinery, turn-tables, signals and other conveniences and works necessary and proper for the purpose of the said line, but not including engines, carriages and other rolling stock, workshop machines and stores appertaining to the said new line, and the said purchase and sale shall include all the interest of the Barsi Company in the said new line and under the said agreement of the Twenty-first day of April One thousand nine hundred and nine, made between the Government of the one part and the Barsi Company of the other part. The purchase and sale to be free from incumbrances.

(B) The price to be paid for the new line shall be the amount of the actual capital expenditure on the construction and equipment of the new line (other than the provision of engines and rolling stock, workshop machines and stores), including all preliminary expenditure in connection with such construction as mentioned in the said agreement of the Twenty-first day of April One thousand nine hundred and nine and interest during construction at the rate of four per cent. per annum for a period not exceeding one year, as shown in the Capital account of the Barsi Company, stated in respect of the new line in accordance with the provisions of the said agreement of the Twenty-first day of April One thousand nine hundred and nine plus a further sum of five per cent. on the total amount of such capital expenditure.

(C) The said price or consideration shall be paid by His Highness the Nizam's Railways Company to the Barsi Company in sterling in London at the exchange of Sixteen pence per rupee or at such other rate as shall be for the time being prescribed by the Secretary of State in Council of India or be in force for remittance of moneys from the Government of India to England as soon as the amount is ascertained and the said purchase and sale shall take effect as from the date of such payment and immediately upon such payment being made possession of the said new line shall be given to His Highness the Nizam's Railways Company and the Barsi Company shall execute and do all acts, matters and things reasonably necessary to complete and give effect to the said purchase and sale.

(D) All outgoings and working expenses in connection with the said new line up to midnight of the day preceding the day on which the said purchase and sale shall take effect and all debts liabilities claims and demands against the Barsi Company or the new line in respect of matters occurring before and upon that date shall be borne settled and paid by the Barsi Company and that Company shall indemnify His Highness the Nizam's Railways Company in respect thereof and as from that date all such outgoings and working expenses and all debts liabilities claims and demands arising in respect of matters

occurring after that date shall be borne settled and paid by His Highness the Nizam's Railways Company and the same shall if necessary be apportioned for the purpose of this provision.

(E) His Highness the Nizam's Railways Company shall on the completion of the said purchase and sale execute and do all deeds acts and things as may be reasonably necessary to effectually protect and indemnify the Barsi Company from and against all claims or liabilities for which the Barsi Company may be responsible under the said agreement of the Twenty-first day of April One thousand nine hundred and nine made between the Government of the one part and the Barsi Company of the other part.

In witness whereof the Barsi Company and His Highness the Nizam's Railways Company have hereunto caused their respective Common Seals to be affixed the day and year first above written.

The Common Seal of THE BARSI LIGHT RAILWAY COMPANY, LIMITED, was affixed hereto in the presence of

D. YULE,
W. A. BROWNE, } *Directors.*

W. A. BROWNE & Co., *Secretaries.*

The Common Seal of HIS HIGHNESS THE NIZAM'S GUARANTEED STATE RAILWAYS COMPANY, LIMITED, was affixed hereto in the presence of

C. A. WINTER,
R. A. SARGEAUNT, } *Directors.*

M. T. WALKER, (*Actg. Secretary*).

No. XXXVIII.

AGREEMENT between HIS HIGHNESS the NIZAM'S GUARANTEED STATE RAILWAYS COMPANY LIMITED and the NIZAM'S GOVERNMENT for the working of the PURNA-HINGOLI BRANCH RAILWAY—1910.

Memorandum of Agreement for the working of the Hingoli Branch Railway between His Highness the Nizam's Guaranteed State Railways Company, Limited, (hereinafter called the "Company") of the one part and the Government of His

Highness the Nizam of Hyderabad State (hereinafter called the "Government") of the other part.

1. "The Hingoli Branch" means that portion of the line of Railway extending from Purna, a station on the Hyderabad-Godavery Valley Railway to Hingoli and such extensions thereof in the State of Hyderabad as may be agreed upon between the Government and the Company.

"The Government" means the Government of His Highness the Nizam of Hyderabad State.

"The Agent" means the Agent and Manager for the time being of His Highness the Nizam's Guaranteed State Railway.

"The Amalgamated Undertaking" means His Highness the Nizam's Guaranteed State Railway Metre Gauge System and the Hingoli Branch.

"Gross Earnings" mean and include all receipts from coaching and goods traffic and from telegraphs, all sums received as rents, and all other receipts usually treated as Railway Revenue.

The Government Inspector means an Inspecting Officer appointed by the Government of India for the purpose of inspecting the line.

2. This Agreement shall come into force from the date upon which the Hingoli Branch is opened throughout for traffic and shall be terminable on the 30th June or the 31st December in any year thereafter on 12 calendar months' previous notice in writing being given by either party to this Agreement to the other, and shall remain in force until such time as it is terminated by either party in the manner herein prescribed.

3. The Indian Railways Act 1890 or other Act or Acts for the time being in force in British India relating to Railways and the rules conditions and forms thereunder for the time being applicable to the Hyderabad-Godavery Valley Railway shall apply to the Hingoli Branch. The said Act or Acts and rules and conditions and forms shall within Railway limits on the Hingoli Branch constitute the law in force under which offences and actions affecting the Company and their servants in such limits shall be tried, and the Government shall take all such steps as may be necessary for the purpose of giving due effect to the provisions of this clause.

4. During the continuance of this Agreement the Company shall maintain the Hingoli Branch Railway and keep the same supplied with rolling stock, moveable plant and machinery as if it were part of the Company's Metre Gauge System, and shall do all in their power to develop the traffic on the Hingoli Branch Railway and shall manage use and work the Hingoli Branch Railway and shall convey traffic thereon.

5. Estimates for any new works or any additions to stations, buildings, plant or machinery chargeable to Capital under the rules in force for the time being on State Railways, which may from time to time be agreed upon between the parties to this Agreement or may be ordered by the Government Inspector as necessary for the efficient working of the Hingoli Branch Railway, shall be prepared and

specially to the Hingoli Branch Railway in addition to and apart from the percentage charges above referred to. Such extraordinary charges shall not be included in the aggregate expenditure of the Amalgamated Undertaking for the purposes of working out the percentage of maintenance charges recoverable from the Hingoli Branch Railway.

13. The Company will if desired by the Government furnish them at the beginning of each year, or as soon thereafter as may be possible, with an estimate of the probable gross earnings of the Amalgamated Undertaking, and of the working expenses.

14. The Company agrees, as soon after the 30th June and 31st December as possible in each year, to render to the Government the accounts of Capital and Revenue Expenditure made up in the same form as that in which the Company's own accounts are prepared. The separate books of the Company shewing the transaction of the Hingoli Branch Railway, together with all vouchers papers and correspondence directly belonging thereto shall be subject to audit and inspection by any officer whom the Government may appoint for that purpose, and after three months have elapsed from the date of the certifying by the Auditing Officer that the accounts are correct, they shall be regarded as final between the Government and the Company, subject to the correction of any error which may have been discovered in audit, which error shall be rectified in the accounts of the following half-year. The Company will also keep all such accounts relating to the Hingoli Branch Railway, and all such accounts as between the Company and the Government as the Government may from time to time require, and will keep the accounts relating to the capital expenditure and the gross receipts of the Hingoli Branch Railway separate and distinct from the accounts relating to His Highness the Nizam's Guaranteed State Railway. Such accounts will be kept in such forms and under such heads or divisions and for such sections of the Hingoli Branch Railway and for such periods and with such details and shall be submitted to the Government at such times as they may from time to time prescribe.

15. The distribution of charges between Capital and Revenue shall be made by the Company in accordance with the principles from time to time in force on the Hyderabad-Godavery Valley Railway.

16. The appointment of the Staff employed in working the Hingoli Branch Railway shall be made by the Company, and they shall be under the same conditions of service as apply to the other servants of the Company.

17. The Telegraphs on the Hingoli Branch Railway shall be worked by the Company on the same terms and conditions as those on which the telegraph is worked on the Company's own line.

18. The number pay and constitution of the Police force shall form matter of agreement between the Government and the Company, and shall, as far as possible, be placed upon the same or a similar footing to that existing on the Company's line, and the lines of the Great Indian Peninsula and Madras Railways, passing through the territories of His Highness the Nizam. The distribution of the cost of the force and relations between the Police and the Company shall be similar to those in force on the Hyderabad-Godavery Valley Railway.

19. In the event of any further lands being required after opening of the branch throughout for traffic for purposes of the Hingoli Branch Railway the Company shall apply to the Government for the same, and if satisfied that the acquisition of such land is necessary the Government will acquire and hand over the same to the Company as part of the Hingoli Branch Railway.

20. The Agent shall, on the requisition of the Government, issue free passes over the Hingoli Branch Railway in accordance with the rules for the issue of free passes applicable to the rest of the Company's system.

21. If there shall be any breach on the part of the Company (whether by act or omission or default) of any of the stipulations or provisions of this contract on the part of the Company to be performed or observed and the Company shall fail to remedy effectually any such breach as aforesaid within six calendar months after notice in writing to remedy the same shall have been given to the Company by the Government, the Government may on or at any time after the expiration of six calendar months last aforesaid determine this contract by giving to the Company notice in writing of such determination.

22. Upon the determination of this contract under either of the two sections 2 or 21, the Company shall give the Government possession of the Hingoli Branch Railway together with the plant and machinery belonging thereto and all stores in hand or in course of delivery on the day of the determination of the contract and all plant, books, surveys, sections, printings, writings and documents whatsoever in any wise connected with the Hingoli Branch Railway and all other property (if any) belonging or appertaining thereto, and shall pay to the Government all moneys in the possession of the Company on account of the Hingoli Branch Railway. And after such possession shall have been given and after all moneys which under this Agreement shall have become payable to the Government shall have been duly paid, the Government shall be bound to indemnify the Company its property and effects against all such debts and liabilities (if any) as it may have incurred on behalf of the Hingoli Branch Railway which shall be then subsisting.

23. Upon the termination of this contract the working stores appertaining to the Hingoli Branch Railway which may have been provided by the Company shall, if the Company so desire, be taken over by the Government at a valuation to be determined by mutual agreement or if necessary by arbitration or they may be removed at the option of the Company.

24. The Government Official Director shall occupy the same position as regards the Hingoli Branch as he occupies on the Hyderabad-Godavery Valley Railway.

25. If any dispute question or controversy shall at any time arise between the Government and the Company which they cannot mutually settle touching this Agreement or any clause or thing herein contained or the construction hereof or any matter connected with this Agreement or the operation of the same, or the rights, duties or liabilities of either party in relation to the premises, then and in every such case the matter in difference shall be referred to two Arbitrators, one to be appointed by the Government and the other by the Company, and to an Umpire to be appointed by the two Arbitrators before entering on the con-

sideration of the matters referred to them, and upon every such reference the decision of the majority shall be accepted as final by the Government and the Company.

W. PENDLEBURY,
Agent,
H. H. the N. G. S. Rys. Co., Ld.
1st March 1910.

G. CASSON WALKER,
Asst. Finance Minister,
H. H. the Nizam's Government
and Official Director of Railways.
1st March 1910.

No. XXXIX.

AGREEMENT between the BRITISH GOVERNMENT and the HYDERABAD STATE for the unrestricted extradition of offenders from BERAR to BRITISH INDIA and *vice versa*—1910.

Memorandum of Agreement between the British Government on the one part and the Hyderabad State on the other part, concluded by Sir Charles Stuart Bayley, K.C.S.I., duly authorised by the Viceroy and Governor-General of India in Council for that purpose, and by the Maharaja Peshkar Sir Kishen Parshad Bahadur, G.C.I.E., Minister to His Highness the Nizam, on behalf of the Hyderabad State.

Whereas a Treaty relating to the extradition of offenders was concluded on the 25th May 1867 between the British Government and the Hyderabad State: and whereas the aforementioned Treaty was modified by a Treaty executed on the 21st July 1887: and whereas it is now considered expedient in the interests of justice to modify the procedure prescribed in the last-mentioned Treaty in so far as the extradition of offenders to or from British India and to or from Berar is concerned and also to provide for the sending of summonses to and warrants for the arrest of accused persons for service and execution through Courts in Berar and also for the service and execution of the like processes in British India: it is hereby agreed between the British Government and the Hyderabad State that the provisions of the aforesaid treaties in so far as they relate to Berar shall be abrogated and that the procedure prescribed in the following articles shall be observed.

ARTICLE I.

Where a Court in British India desires that a summons issued by it to an accused person shall be served at any place within the local limits of the jurisdiction of a Court in Berar or where a Court in Berar desires that a summons issued by it to an accused person shall be served at any place within the local limits of the jurisdiction of a Court in British India, it shall send such summons in duplicate by post or otherwise to the presiding officer of that Court to be served.

ARTICLE II.

Where a Court in British India desires that a warrant issued by it for the arrest of an accused person shall be executed at any place within the local limits of the jurisdiction of a Court in Berar or where a Court in Berar desires that a warrant issued by it for the arrest of an accused person shall be executed at any place within the local limits of the jurisdiction of a Court in British India, it shall send such warrant by post or otherwise to the presiding officer of that Court to be executed.

ARTICLE III.

Where a Court in British India has received for service or execution a summons to or a warrant for the arrest of an accused person issued by a Court in Berar it shall cause the same to be served or executed as if it were a summons or warrant received by it from a Court in British India for service or execution within the local limits of its jurisdiction or where a Court in Berar has received for service or execution a summons to or a warrant for the arrest of an accused person issued by a Court in British India it shall cause the same to be served or executed as if it were a summons or warrant received by it from a Court in Berar for service or execution within the limits of its jurisdiction. Where any warrant of arrest has been so executed the person arrested shall so far as possible be dealt with in accordance with the procedure prescribed by sections 85 and 86 of the Code of Criminal Procedure (Act V of 1898).

Signed at Hyderabad, Deccan, on the twenty-ninth day of November one thousand nine hundred and ten.

CHAS. S. BAYLEY,
British Resident at Hyderabad.

KISHEN PERSHAD YAMIN-US-SALTANAT,
Minister to His Highness the Nizam of Hyderabad.

No. XL.

REVISED AGREEMENT between the NIZAM'S GOVERNMENT and HIS EXALTED HIGHNESS the NIZAM'S GUARANTEED RAILWAYS COMPANY, LIMITED, for the working of the PURNA-HINGOLI BRANCH RAILWAY—1920.

Memorandum of Agreement for the working of the Hingoli Branch Railway between the Government of His Exalted Highness the Nizam of Hyderabad State of the one part and His Exalted Highness the Nizam's Guaranteed State Railway Company, Limited, of the other part.

1. " The Government " means the Government of His Exalted Highness the Nizam of Hyderabad State.

"The Company" means His Exalted Highness the Nizam's Guaranteed State Railways Company, Limited.

"The Hingoli Branch Railway" means the line of Railway extending from Purna, a station on the Hyderabad-Godavery Valley Railway, to Hingoli together with such extensions and branches thereof as may be agreed upon between the Government and the Company.

"The Metre Gauge System" means His Exalted Highness the Nizam's Guaranteed State Railway Company's Metre Gauge line from Secunderabad to Manmad, known as the Hyderabad-Godavery Valley line, and such extensions and branches thereof as may from time to time be agreed upon between the Government and the Company.

"Existing lines" mean any and all Railways controlled by His Exalted Highness the Nizam's Guaranteed State Railways Company, Limited, under Agreement with the Government of His Exalted Highness the Nizam of Hyderabad State and situated wholly or partly within Hyderabad State Territories other than the Hingoli Branch Railway.

"Gross Earnings" mean and include all receipts from coaching and goods traffic and from telegraphs, all sums received as rents, and all other receipts usually treated as railways revenue.

"The Government Inspector" means an Inspecting Officer appointed for the purpose of inspecting the line under the Indian Railways Act, 1890, or other the Act or Acts for the time being in force in British India relating to railways.

2. This Agreement shall be deemed to have come into force with effect from the 1st day of April 1917 and shall unless terminated under Article 29 of this Agreement owing to default of the Company, run concurrently with the Agreement between the Government and the Company dated the 16th March 1897 for the Hyderabad-Godavery Valley line.

3. The Indian Railways Act, 1890, or other the Act or Acts of British India which for the time being have been applied by the Governor-General in Council to Railway lands within the limits of the Hyderabad State and the rules, conditions and forms thereunder shall within Railway limits on the Hingoli Branch Railway constitute the law in force under which offences and actions affecting the Company and their servants and the public within such limits shall be tried, and the Government shall take all such steps as may be necessary for the purpose of giving due effect to the provisions of this clause.

4. During the continuance of this Agreement the Company shall maintain the Hingoli Branch Railway as if it were part of the Metre Gauge System, and shall do all in their power to develop the traffic on the Hingoli Branch Railway and shall manage, use and work the Hingoli Branch Railway as if it was part of the Metre Gauge System and shall convey traffic thereon.

5. Funds for all the Capital requirements of the Hingoli Branch Railway, and for the Revenue purposes of the same in the event of the contingency dealt

with in Article 17 becoming effective, shall be supplied from time to time by the Government as required. An annual forecast of Capital Works shall be submitted by the Company for the approval of Government and a preliminary Capital credit for the approved programme shall be afforded to the Company by the Government as needed.

In the case of new works or additions within the approved programme costing Rs. 10,000 or less or in the case of works which may have been ordered by the Government Inspector the works shall be proceeded with on the authority of the Company and the estimates for the same if not exceeding Rs. 10,000 shall be sanctioned by the Company, the funds being provided as required by the Government.

In the case of new works or additions costing more than Rs. 10,000 within the approved programme, the prior sanction of the Government to the estimates shall be necessary before any expenditure is incurred thereon except in regard to urgent works required to be promptly undertaken as involving the security of the line or works or the safety of the travelling public. In such cases a preliminary report shall be promptly made to the Government.

In the case of all Capital Works outside the authorised programme with the exception of the case of urgent works as set forth in the foregoing, the prior sanction of the Government shall be necessary before such works are put in hand or expenditure incurred thereon.

6. The Company shall cause to be run on the Hingoli Branch Railway such trains as the traffic shall from time to time require, but not less than one train each way each day unless hindered or prevented by accident or by any other matter beyond their own control.

7. Unless otherwise specially sanctioned the fares, rates and other charges levied on passenger and goods traffic shall be within the maximum and minimum fares, rates and other charges in force from time to time on the Metre Gauge System, and the traffic thereon shall be subject to the same rules, conditions and general arrangements as may be applicable to that system.

8. All money transactions under this Agreement as between the Government and the Company excepting payments made and moneys received in England and in British India shall be in Oosmania Sicca Rupees and the Company are to accept the Hyderabad currency in payment of fares and rates at all stations except at Junctions with any line other than lines worked by the Company lying within the Hyderabad State and all salaries and allowances paid to any person or persons employed by the Railway Company on the Hingoli Branch Railway lying within the Hyderabad State excepting the Company's European employees or others who may be specially dealt with under contracts approved by the Government shall be paid in Oosmania Sicca currency only.

9. All services for the Post Office, the Military Department, the Police Department or any other Department of the State, or for High Government Officials shall be performed on the Hingoli Branch Railway by the Company on the same

conditions and at the same rates as may be from time to time in force on the Metre Gauge System.

10. Freight charges for the carriage of materials, stores and coal required for the Capital and Revenue purposes of the Hingoli Branch Railway shall be on the same conditions and at the same rates as may be from time to time in force on the Metre Gauge System.

11. All moneys received by the Company in respect of the working of the Hingoli Branch Railway or any part or parts thereof which shall for the time being have been open for public traffic in passengers and goods, and all income in anywise received by the Company in respect of that Railway under the provisions of this agreement (which said moneys and income are hereinafter collectively termed gross earnings), shall in the first place be applicable in payment of the working expenses as hereinafter defined of the Hingoli Branch Railway in such manner that the working expenses of every half-year shall, as far as practicable, be borne by the gross earnings of the half-year to which such working expenses are properly attributable, and the residue remaining from time to time at the end of each half-year, after debiting all unpaid working expenses incurred up to the end of such half-year, shall be deemed the net earnings of the Hingoli Branch Railway for that half-year and shall be paid over to the Government as soon as the accounts of the half-year have been audited and passed.

12. The Company shall keep a separate Revenue Account in which shall be entered all the gross earnings and the working expenses of the Hingoli Branch Railway, through and interchanged traffic earnings being divided in accordance with the rates charged on the separate lines concerned in such traffic, or in such other manner as may be agreed upon between the Government and the Company. The Revenue Account shall be made up half-yearly to the 30th day of September and the 31st day of March in every year, or to such other days as the Government and the Company shall from time to time agree and arrange.

For the purposes of this article the working expenses shall be taken to be the actual expenses incurred on or in connection with the working of the Hingoli Branch Railway so far as such actual expenses can be determined from the separate accounts kept of that line, together with a fair proportionate share of the Home and Indian General Administrative and other joint charges for which separate accounts cannot be maintained. The shares so chargeable shall be regulated in the proportion of the gross earnings of the Hingoli Branch Railway to those of the separate lines which may be concerned in the joint charge or in such other manner as may be agreed upon from time to time between the Government and the Company. The working expenses shall also include a fair proportion regulated as above of the interest on the capital cost and maintenance of such works and buildings as are used jointly and which shall have been constructed at the cost of the existing lines, as well as a fair proportion of all the charges in respect to junctions whether with Foreign or the Company's other lines.

13. The term "Working Expenses" shall mean and include all salaries, wages and allowances of the officials and employees of the Company for the purposes

of the Hingoli Branch Railway, and all expenses of, and incidental to, the management and the carrying on, and working of the Hingoli Branch Railway including all costs and expenses incurred by the Company in and about the repairs and maintenance of that line with all stations, station yards, offices, warehouses, conveniences, junctions and works, engines, rolling stock, plant and machinery thereto belonging or therewith or thereon used, and all expenses of, and incidental to, the working and maintenance of any electric or other telegraphic or telephonic communications of the Company, in respect of or attributable to the Hingoli Branch Railway.

"Working Expenses" shall also include contributions to the Company's Provident Fund and towards the gratuities to the Company's employees, such contributions being based on the rules and method of contribution in effect from time to time on the Metre Gauge System.

14. The Company shall receive from the Government for its sole use and benefit a sum equivalent to 5 per cent. of the net earnings of the Hingoli Branch Railway for each whole year which shall be arrived at by deducting the total working expenses from the total gross earnings of each whole official year.

In so far as this Article is concerned "Working Expenses" shall be deemed to exclude exceptional expenditure on repairs of abnormal flood damages or damages due to earthquakes, cyclones, civil commotions or any other cause beyond the control of the Company.

15. The rolling stock, including locomotives, necessary for the efficient working of the Hingoli Branch Railway shall be provided at the capital cost of that line from moneys to be provided by the Government, but the Company shall have full discretion to use the whole of the rolling stock, including locomotives, belonging to the Hingoli Branch Railway and the Metre Gauge System as if the two lines formed a single Railway and the whole of the rolling stock was common to both. The proportion of rolling stock, including locomotives, to be provided from time to time by the Hingoli Branch Railway and the Metre Gauge System respectively shall be as far as possible as regards locomotives in proportion to engine-mileage, as regards coaching stock in proportion to the coaching vehicle-mileage and as regards goods stock in proportion to the goods ton-mileage of the respective Metre Gauge lines for which purpose separate vehicle and ton-mileage records shall be maintained. Expenditure in connection with the maintenance of the Hingoli Branch rolling stock (owned or hired) so far as it may be executed at joint workshops and is not capable of being charged as actuals and debited direct to the Hingoli Branch Railway shall be treated as joint charges and dealt with as set forth in Article 12.

16. The Hingoli Branch Railway shall provide a suitable number of additional wagons for the interchanged traffic at junctions with Foreign Railways and shall receive and pay its proportion of the hire charges on account of interchanged wagons at those junctions.

17. In the event of the working expenses of the Hingoli Branch Railway exceeding the gross earnings in any half-year the excess of the working expenses over

the gross earnings shall be paid by the Government to the Company as soon as the accounts have been made up and passed for such half-year.

18. In view of preventing any risk of the working of the Hingoli Branch Railway infringing the security of the Company's Debentures under the Agreements of 1883 and 1897 it is hereby agreed between the Government and the Company that if in any year after 1920 A.D. the net earnings of the Metre Gauge System are insufficient to meet the Debenture charges, issued or to be issued under the Agreement of 1897, the Government shall make good any deficiency which may be found to be due to the working of the Hingoli Branch Railway and this deficiency (if it ever arises) shall in the event of dispute be determined by arbitration.

19. The Company will, if desired by the Government, furnish them at the beginning of each year, or as soon thereafter as may be possible, with an estimate of the probable gross earnings of the Hingoli Branch Railway and of the working expenses thereof.

20. The Company agrees, as soon as possible after the 30th September and 31st March in each year, to render to the Government the accounts of Capital and Revenue Expenditure of each half-year made up in the same form as that in which the Company's own accounts are prepared. The separate books of the Company showing the transactions of the Hingoli Branch Railway, together with all vouchers, papers and correspondence directly belonging thereto, shall be subject to audit and inspection by any officer whom the Government may appoint for that purpose. The Capital and Revenue Accounts submitted to the Government shall in case of any error being discovered therein be objected to within three months from the rendering thereof and every such account shall subject to any such objection and correction of error be considered as settled at the expiration of the said period, subject to the proviso that any error which may have been discovered in audit too late for rectification in the current half-year's accounts shall be rectified in the accounts of the following half-year. The Company will also keep all such accounts relating to the Hingoli Branch Railway, and all such accounts as between the Company and the Government as the Government may from time to time reasonably require, and will keep the accounts relating to the capital and revenue expenditure and the gross receipts of the Hingoli Branch Railway separate and distinct from the accounts relating to His Exalted Highness the Nizam's Guaranteed State Railways, all expenditure in connection with the ordinary open line accounts being debitable to the working expenses of the Hingoli Branch Railway.

The keeping of the Capital Accounts of any portion of the Hingoli Branch Railway as defined in Article I debitable to construction account shall be a Capital charge and be borne by the Government.

21. The distribution of charges between Capital and Revenue on the portions of the Hingoli Branch Railway open for public traffic shall be made by the Company in accordance with the principles from time to time in force on the Company's Metre Gauge System.

22. The appointment of the staff employed in connection with the working of the Hingoli Branch Railway shall be made by the Company, and the staff so employed shall be under the same conditions of service as apply to the other servants of the Company and be interchangeable with the staff engaged for the other lines worked by the Company.

23. The Company shall maintain a sufficient staff to the satisfaction of the Government for the purposes of so much of the projected railways as shall for the time being have been opened for public traffic.

24. The telegraphs, telephones and telegraphic appliances on the Hingoli Branch Railway shall be constructed, maintained, used and worked under the same terms and conditions as those under which the telegraphs, telephones and telegraphic appliances may from time to time be constructed, maintained, used and worked on the Metre Gauge System.

25. The number, pay and constitution of the Police force shall form matter of Agreement between the Government and the Company, and shall, as far as possible, be placed upon the same or a similar footing to that existing on the Company's lines and the lines of the Great Indian Peninsula and Madras and Southern Mahratta Railways, passing through the territories of His Exalted Highness the Nizam. The distribution of the cost of the force and relations between the Police and the Company shall be similar to those in force on the Metre Gauge System.

26. In the event of any further lands being required for purposes of the Hingoli Branch Railway after opening of that Railway or any portion thereof the Company shall apply to the Government for the same, and if satisfied that the acquisition of such land is necessary the Government will acquire and hand over the same free of charge to the Company as part of the Hingoli Branch Railway.

27. The Company shall, on the requisition of the Government, issue free passes over the Hingoli Branch Railway in accordance with the rules for the issue of free passes applicable to the rest of the Company's lines.

28. The Company will at all times convey free of charge, on the Hingoli Branch Railway and on any part thereof which for the time being shall have been opened for traffic, the mails and Post Office bags of the Government and of the Government of India, and the guards and other servants of the Post Office of either of such Governments in charge thereof, and also (when they are on duty) all officers and persons in the Administration of the Post Office of the Government and of the Government of India. The Company will also at all times convey all troops and sailors in the service of the Government and of the Government of India when such troops are on duty, and all Police Officers, Engineers, artizans and other persons when employed in the business of the Government or of the Government of India at rates calculated as follows, *viz.*, all Commissioned Officers and persons in a similar station in life in the service of the Government or of the Government of India shall be entitled to travel in first class carriages at second class fares; troops, sailors and artizans (under the rank of Commissioned Officers) shall be entitled to travel in second class carriages at the lowest fares and all such other persons as aforesaid at the lowest fares. To every 100 men conveyed at the

lowest fares two tons of luggage will be conveyed free of charge, and the persons entitled to travel first class will be allowed the ordinary amount of luggage taken by a first class passenger free of charge. The Company will also at all times convey all Military establishments not hereinbefore specified, all horses and other animals used for Military purposes, guns, ammunition, Military stores, carriages, wagons, camp equipage and equipments and a'l public stores of what kind soever of the Government and the Government of India at the lowest rates for the time being ordinarily chargeable by the Company for the carriage of such animals, goods, merchandise and stores respectively. The several privileges of conveyance and carriage hereby stipulated for shall at all times be enjoyed and all other reasonable requirements of the Government or of the Government of India shall be complied with in preference to and with priority over the public use of the Hingoli Branch Railway.

The Company shall convey gold and silver bullion and coin and copper coin belonging to the Government or to the Government of India and the persons in charge thereof at special rates, to be from time to time respectively agreed upon between the Government and the Company and between the Government of India and the Company.

The Company will from time to time, upon the requisition of the Government or of the Government of India, make reasonable arrangements for the use of the Hingoli Branch Railway for the passage of the engines and trains of other Railways for the interchange of traffic and rolling stock thereof, and for the use of any of the stations of the Company, and for the accommodation of the traffic of other Railways, provided that all such arrangements shall be made subject to the payment of reasonable tolls and charges and under reasonable conditions and restrictions.

29. If there shall be any breach on the part of the Company (whether by act or omission of default) of any of the stipulations or provisions of this Agreement on the part of the Company to be performed or observed and the Company shall fail to take reasonable steps to remedy effectually any such breach as aforesaid within six calendar months after notice in writing to remedy the same shall have been given to the Company by the Government, the Government may on or at any time after the expiration of the six calendar months last aforesaid determine this Agreement by giving to the Company notice in writinig of such determination. Such notice shall require the handing over of the Hingoli Branch Railway with the appurtenances thereof on a date to be named not less than three calendar months subsequent to the date of the said notice.

30. Upon the determination of this Agreement under either of the two articles 2 or 29, the Company shall give to the Government possession of the Hingoli Branch Railway together with the rolling stock, plant, and machinery belonging thereto and all stores in hand or in course of delivery on the day of the determination of this Agreement the cost of which may have been charged off against the Hingoli Branch Railway and all books, surveys, sections, printings, writings and documents connected with the Hingoli Branch Railway and all

other property (if any) belonging or appertaining thereto, and shall pay to the Government all moneys in the possession of the Company after deducting any money due by the Government to the Company under the terms of this Agreement on account of the Hingoli Branch Railway. And after such possession shall have been given and after all moneys which under this Agreement shall become payable to the Government shall have been duly paid, the Government shall be bound to indemnify the Company its property and effects against all such debts and liabilities (if any) as it may have incurred on behalf of the Hingoli Branch Railway which shall be then subsisting.

31. Upon the termination of this Agreement the working stores appertaining to the Hingoli Branch Railway which may have been provided by the Company but not charged off to that Railway shall, if the Company so desire, be taken over by the Government at a valuation to be determined by mutual agreement or if necessary by arbitration or they may be removed at the option of the Company.

32. The Government Official Director shall in respect to the Company's Board of Directors occupy the same position as regards the Hingoli Branch Railway as he occupies in respect to the Metre Gauge System.

33. If any dispute, question or controversy shall at any time arise between the Government and the Company which they cannot mutually settle touching this Agreement or any clause or thing herein contained or the construction hereof or any matter connected with this Agreement or the operation of the same or the rights, duties or liabilities of either party in relation to the premises, then and in every such case the matter in difference shall be referred to two Arbitrators, one to be appointed by the Government and the other by the Company, and to an Umpire to be appointed by the two Arbitrators before entering on the consideration of the matters referred to them, and upon every such reference the decision of the Arbitration so conducted shall be accepted as final by the Government and the Company.

34. This Agreement being subject to ratification by His Majesty's Secretary of State in Council for India the Government undertakes to apply for the same. Should ratification not be obtained within six months from the date hereof either party may by notice in writing to the other of them rescind this Agreement. Any claims in connection with such rescinding of this Agreement by either party should they arise shall be settled by mutual consent or failing thereof by Arbitration.

C. W. LLOYD JONES,
Agent & Chief Engineer,
H. E. H. THE N. G. S. RYS. CO., LD.

SYED ALI IMAM,
President,
EXECUTIVE COUNCIL,
H. E. H. THE NIZAM'S GOVT.

Dated Hyderabad-Deccan, 1st March 1920.

The Common Seal of His Exalted Highness the Nizam's Guaranteed State Railways Company, Limited, was hereunto affixed in the presence of

G. HUDDLESTON } *Directors.*
W. CAREW SMYTH, }
F. ADAMS, *Secretary.*

Signed and sealed on behalf of the Secretary of State in Council of India by two members of the said Council in the presence of

C. A. K. NORMAN,
India Office.

Dated 29th July 1920.

S. AFTAB.
C. SANKARAN NAIR.

No. XLI.

DEED executed by HIS EXALTED HIGHNESS the NIZAM of HYDERABAD ceding to the BRITISH GOVERNMENT full and exclusive POWER and JURISDICTION over the lands in the STATE occupied by the KAZIPETT-BELARSHAH RAILWAY,—1927.

I, Raja Rajayan Rajah Sir Kishen Pershad Maharaja Bahadur, Yamin-Us-Saltanath, G.C.I.E., President, Executive Council, His Exalted Highness the Nizam's Government, by direction of His Exalted Highness the Nizam of Hyderabad, and having His Exalted Highness' full authority in this behalf, do hereby declare and make known that His Exalted Highness the Nizam of Hyderabad cedes to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State, which are, or may hereafter be, occupied by the Kazipett-Belarshah Railway (including all lands occupied for stations, for outbuildings and for other railway purposes) and over all persons and things whatsoever within the said lands, and His Exalted Highness' Government shall not exercise any jurisdiction whatever on the said line of Railway.

Provided, however, that the British Government will not execute any criminal process against any person in (1) the public service of His Exalted Highness Government, (2) His Exalted Highness' private service, on account of any offence committed, or said to have been committed, in any place other than on a line of railway over which the Government of India exercise criminal jurisdiction.

A person is in the public service of His Exalted Highness' Government when he is paid by the Dewani revenues in respect of his employment or receives any emoluments therefrom, provided that in the former class the pay is not less than

Rs. 100 per mensem and in the second that the emoluments are paid by way of Mansab of not less than Rs. 100 per annum, and that the Mansabdar produces a certificate granted by His Exalted Highness' Government declaring him to be such.

A person is in His Exalted Highness' private service when he is employed under His Exalted Highness' orders, in attendance on His Exalted Highness' person in his palace or employed under the orders of His Exalted Highness' Sarf-i-Khas Secretary in administering the affairs of the Sarf-i-Khas. A person who is a servant of His Exalted Highness' private servant is not in His Exalted Highness' private service.

Although His Exalted Highness hereby undertakes to cease to exercise juris diction on the said line of railway, His Exalted Highness retains the right to receive, as he has hitherto received the excise and customs revenue accruing on the said lands, which are, or may hereafter be occupied by the said railway; therefore His Exalted Highness makes this cession subject to the proviso that the British authorities on the said lands will grant to officers in the public service of His Exalted Highness' Government all those facilities which have hitherto been allowed to them for the purpose of realising the said excise and customs revenues.

Signed and Sealed on the 10th of October One thousand nine hundred and twenty seven A.D.

KISHEN PERSHAD,

Yamin-Us-Saltanath.

President,

H. E. H. The Nizam's Executive Council,

Hyderabad-Deccan.

A similar Deed of Cession was executed by the Nizam's Government in respect of the lands in the Hyderabad State occupied by the Gudwal-Kurnool Railway.

PART II.

Treaties, Engagements and Sanads

relating to

Mysore and Coorg.

I.—MYSORE.

THE present dynasty of Mysore dates from the commencement of the fifteenth century, when two brothers, Vijaya Raj and Krishna Raj, came to Mysore and established a rule there. The ninth Chief in succession took the fortress of Seringapatam from the Vijayanagar dynasty, and speedily enlarged his possessions, which comprised by the year 1704 an area of 15,000 square miles, with a revenue of fifty lakhs of rupees. The direct descent failed on the death of Dodda Krishna Raj in 1731, and thenceforth the real power remained in the hands of the hereditary General of the forces, by whom the Rajas of Mysore were selected.

The first intercourse between the British Government and Mysore was during the struggle for the supremacy of the Carnatic, at which time Mysore was still under Hindu rulers. In this war Haidar Ali commanded a force which the Maharaja of Mysore had sent to take part in the operations at Trichinopoli, and by intrigue and force he soon raised himself to the chief power in Mysore, and deposed the Hindu ruler, Chikka Krishna Raj Wadiar. In 1763 the Bombay Government concluded a commercial Treaty (No. I) with him; and in 1766, after his conquest of Malabar, Haidar Ali confirmed (No. II) all the grants and privileges acquired by the Bombay Government in Malabar.

The rapid extension of the conquests of Haidar Ali over the neighbouring districts made his power dangerous to the peace of the Company's possessions in the Carnatic; so, in the Treaty (Hyderabad—No. II) concluded with the Nizam in 1766, the English agreed to assist him with a force against Haidar. Scarcely was the treaty concluded when the Nizam deserted the alliance and joined Haidar Ali in invading the Carnatic. Their united forces were defeated, and the Nizam was de-

tached from his new alliance by the Treaty of 1768 (Hyderabad—No. III). Haidar Ali for a time prosecuted the war alone; but, in the following year, after sustaining severe reverses and not feeling himself very securely established in his own territories, he evinced a disposition for peace. His overtures, however, were not accepted. In 1769, by a rapid movement of his cavalry, he appeared within five miles of Madras, and the English, fearing the plunder of the town, concluded a Treaty (No. III) with him in April 1769 on the footing of mutual restitution of conquests and a defensive alliance. The treaty with the Madras Government was followed on the 8th August 1770 by a Treaty (No. IV) between the Bombay Government and Haidar. Its provisions were chiefly of a commercial nature.

Under the treaty of 1769 Haidar Ali claimed assistance against the Mahrattas, with whom he was at war, but his request was refused on the ground that he had been the aggressor by withholding the chauth which was due. He was reduced to great difficulties by the Mahrattas and was glad to make peace on very disadvantageous terms. During the distractions at the Poona Court Haidar recovered most of the territories which had been wrested from him by the Mahrattas, but he never forgave the English for refusing him assistance in his difficulties.

When war was declared between England and France in 1778, it was determined to drive the French from all their possessions in India. Chandernagore, Masulipatam, Karikal and Pondicherry surrendered without resistance, and there remained to the French only the small station of Mahé on the Malabar coast. Mahé was situated in the territories of a petty Chief who was tributary to Haidar Ali, and the British Government resolved to attack it, notwithstanding the threat of Haidar Ali to retaliate by an invasion of the Carnatic. The place was taken in 1779. Haidar Ali, as well as the Nizam, was further irritated by the arrangements made with Basalat Jang respecting the Guntur Circar. Having collected a large force, Haidar burst into the Carnatic in 1780, when the British Government were pressed for money and troops and ill prepared to meet him. Notwithstanding many brilliant successes in the campaign which ensued, the British army was so crippled by a defective commissariat that it could effect nothing decisive.

As a means of assisting the military operations by creating a revolution in Haidar's territories, the British Resident at Tanjore entered into secret negotiations for the restoration of the Hindu dynasty in Mysore. A Brahman named Trimal Rao, who had for some years resided at Tanjore and had held office in Mysore under the Hindu Government, was supposed to possess political powers from the imprisoned Rani. With him a Treaty (No. V) was concluded on the 28th October 1782 on the Rani's behalf. Its principal provisions were the restoration of the Hindu family to power, the payment by the Rani of

stipulated contributions for the assistance of British troops, the future protection of the country by a British force, and the payment through the British Government of the tribute due from Mysore to the Moghuls, and of the Mahratta chauth.

Shortly after the conclusion of this agreement Haidar Ali died on the 7th December 1782; but the war was prosecuted with unabated energy by his son, Tipu Sultan. To further the objects of the secret treaty a scheme was formed at Seringapatam for the release of the English prisoners, the seizure of the fort, and the proclamation of the Hindu Raja. But the project was discovered on the night preceding the concerted rising. Every one concerned or suspected of being concerned in it was put to death. The treaty led to no practical results, and there is every reason to believe that the Rani knew nothing of the treaty which had been concluded in her name, or of the conspiracy which had been formed for the overthrow of Tipu's government.

Tipu Sultan received vigorous support in the war from the French, between whom and Haidar Ali there had always been a close friendship. But the declaration of peace between England and France, and the consequent withdrawal of the French troops, left him too weak to prosecute hostilities alone. A Treaty of peace (No. VI) was therefore concluded at Mangalore on the 11th March 1784. In this treaty the Rajas of Tanjore and Travancore and the other allies of both parties were included. The basis of the treaty was the mutual restoration of conquests and the confirmation to the British Government of all the privileges granted them by Haidar Ali. The conclusion of this treaty nearly produced a rupture with the Maharttas, who considered it a violation of the treaty of Salbai.*

In 1789 Tipu approached the country of Travancore, then in alliance with the British Government, with the object of recovering Karanganur and Ayakotta, which district, being the key to Travancore, the Raja had purchased from the Dutch, but which Tipu alleged to form part of Cochin and to be tributary to him. His attack on the lines of Travancore failed; and the attack was considered by the British Government as a declaration of war and a violation of the treaty of 1784, in which the Raja of Travancore was included by name. The war which followed was closed in February 1792, when Tipu Sultan threw himself on the mercy of his conquerors and gave his two sons as hostages for the conclusion of the preliminary Treaty (No. VII). The Treaty (No. VIII) was definitely concluded on the 18th March 1792 at Seringapatam. Tipu was by this treaty stripped of half his territories and required to pay three crores and thirty lakhs of rupees, and was bound not to molest the palegars (polygars) and zamindars who had

*See The Peshwa (Vol. VII).

assisted the British forces in the war. The territories taken from Tipu were divided equally between the British Government, the Nizam and the Peshwa, in pursuance of the triple alliance which had been formed in 1790 to reduce his power.

When hostilities broke out between the Mahrattas and the Nizam in 1795, Tipu Sultan, who had commenced intrigues with the French, the Mahrattas and the Nizam almost immediately after the peace of Seringapatam, assembled his army and threatened to join the Mahrattas against Hyderabad. In 1798 he sent ambassadors to the Isle of France to raise volunteers for the purpose, publicly avowed and proclaimed, of expelling the British from India. The remonstrances of Lord Wellesley were ineffectual to induce Tipu to come to friendly arrangements, and in February 1799 it became necessary for the armies of the British Government and the Nizam to march against him. The war was terminated on the 4th May by the fall of Seringapatam and the death of Tipu, who fell bravely defending the fort.

In disposing of the conquered territories, it was considered that the partition of them between the British Government and the Nizam would afford just ground of jealousy to the Mahrattas and aggrandise the power of the Nizam beyond due limits. It was therefore resolved to create a separate government in Mysore and to bestow a portion of the territories on the Mahrattas, although they had taken no part in the war, on condition that the grant should form the basis of a new treaty with them. The family of Tipu was set aside and the Hindu dynasty was restored in Mysore under Krishna Raj Wadiar, a child of three years of age, the grandson of the ruler deposed by Haidar Ali forty years before. The districts on the sea-coast of Mysore, and provinces adjoining the British territories in Malabar and the Carnatic, yielding 7,77,170 pagodas, were reserved by the British Government. The districts of Garamkonda, Guti, and others contiguous to Hyderabad, affording a revenue of 6,07,332 pagodas, were assigned to the Nizam. Provinces yielding 2,63,957 pagodas were offered to, but rejected by, the Peshwa, and were subsequently shared between the British Government and the Nizam; and the young Maharaja was put in possession of territory producing a yearly revenue of 13,74,076 pagodas.

Krishna Raj Wadiar was not a party to the partition Treaty of Mysore of July 1799 (Hyderabad—No IX), otherwise than as the notified future recipient of the liberality of the British Government. To give effect to its liberal intentions the British Government concluded a subsidiary Treaty (No. IX) with him on the 8th July 1799, to which the Nizam was not a party. The subsidiary treaty provided for the location in the Mysore territory of a British subsidiary force, for which the Maharaja was to pay seven lakhs of pagodas a year; reserved to the British Government the right to assume the whole or part of the Mysore

territory, if there should be cause to apprehend failure in the payment of the subsidy; required the Maharaja to contribute, to meet the extraordinary expenses of war, such a sum as should be considered to bear a just and reasonable proportion to his revenues; and bound him to good government.

The descendants of Tipu were removed to Vellore in the Madras Presidency, where they were liberally provided for. After the mutiny at Vellore, in which they were believed to be concerned, they were removed to Calcutta, where they continued to reside as stipendiaries till 1860. A large sum was then capitalised as a provision for them, with a view to terminate their dependence on the liberality of the British Government.

In December 1803 a supplementary Treaty (No. X) was formed to effect certain exchanges* of territory with† Mysore; and in 1807 the sum which the Maharaja was required to contribute to meet the ordinary expenses of war was commuted (No. XI) to the maintenance by the Maharaja of a body of 4,000 horse in peace and war.

During the minority of the Maharaja the administration was conducted by an able Brahman minister named Purnaiya, who was invested with full powers of administration. He continued in office till 1812, when he resigned the government into the hands of the Maharaja, leaving in the treasury a sum exceeding two crores of rupees. By a continued course of misgovernment the Maharaja drove the greater part of his subjects into rebellion, which was a danger to the peace of the neighbouring British districts, and in 1831 it became necessary for the British Government to interfere. The Maharaja had dissipated all the treasure acquired by the Diwan Purnaiya, and had involved himself deeply in debt. Notwithstanding promises to put restraint on his reckless expenditure, he continued to alienate revenues and sell privileges and State offices, to raise funds for his extravagance. The pay of his troops fell into arrears. Extortions and cruelties were practised; and there was no hope of redress. The raiyats combined in resistance, and at last rebellion broke out, calling for the active exertions of a large British force in addition to the whole military power of the Maharaja. So gross was the mismanagement and maladministration that it was deemed necessary for the British Government, under the provisions of

* See Malabar Coast (Vol. X).

† It was by this Treaty of 1803 (No. X) that the British Government obtained undisputed possession of the districts composing Wainad, which was one of the principal objects of the treaty. Malabar was one of the Districts ceded to the East India Company by Tipu Sultan in 1792 (No. VIII). Whether the hill tract of Wainad which was part of the estate of the Pichi Raja, who held the Kotiote taluk of Malabar, was included in this cession was a disputed point. When Lord Wellesley arrived in India in 1798 it was settled that Wainad still remained part of Tipu's possessions. By the partition treaty of the 18th July 1799 Wainad was ceded under one name to the Company; under another, *viz.*, Ahmadnagar Chiklur, to the young Raja of Mysore, its revenue being assessed at 10,000 pagodas. But, though allotted to both parties, the Company alone retained possession of it: and finally on the 29th December 1803 the Raja resigned all claim to it on the cession to him by the Company of certain districts of equivalent value.

the treaty of 1799, to assume the direct management of the State, subject to the claim of the Maharaja, reserved by the treaty, to a provision of one lakh of Star Pagodas a year and one-fifth of the net revenue realised from the territory, until arrangements for the good government of the country should be so firmly established as to secure it from future disturbance.

In 1834 the Governor-General (Lord W. Bentinck) visited Mysore. Soon afterwards it was proposed that the Maharaja should cede the districts of Nagar, Chitaldrug, and Bangalore, with as much territory as, after paying the expenses of management, would yield a revenue equal to the claims of the Government of India on the Maharaja, which amounted to about thirteen lakhs of pagodas a year; and that the remaining districts of the province should be restored to the Maharaja under securities for good government. But it was finally decided not to restore any portion of the territory until the administration had been established on a sound footing. The government was accordingly carried on by British "Commissioners for the government of the territories of Mysore." At first there was a Board of two Commissioners, with a Resident attached as before to the Court of the Maharaja. It was, however, almost immediately found necessary to substitute for the Board a single Commissioner; and in 1843 the post of Resident was abolished.

At different times the Maharaja made applications for the restoration of his State. The application made in February 1861 was rejected by Lord Canning in March 1862, because the improvement which had been made in the administration had been effected in spite of opposition on the part of the Maharaja and his partisans; because the grant of territories to the Maharaja, under the subsidiary treaty of Mysore, was made solely in virtue of powers acquired by the British Government by conquest, and not of any hereditary rights of the Maharaja; because the conditions of the grant had been for twenty years flagrantly and habitually violated before the British Government interfered to enforce the remedy provided by the subsidiary treaty; because no expectation, direct or indirect, had been held out that the Maharaja's authority would be restored in his lifetime under its former conditions, although language had been used consistent with a purpose, at some future time and under conditions left undefined, to restore an Indian government, but not specifically that of the Maharaja; because the provision secured by treaty to the Maharaja in the event of the resumption of his territories, which provision was a personal and not an hereditary one, had been fully secured to, and enjoyed by, him; because the obligations of the British Government to the people of Mysore were as sacred as its obligations to the Maharaja; and, finally, because there was no security against a relapse into misgovernment if the Maharaja's authority should be restored.

In spite of this refusal the Maharaja continued to press his claims, and in 1862 he appealed to the British Government. After careful consideration of the arguments brought forward by the Maharaja, the British Government decided that the assumption of the administration of the Mysore territories was in accordance with the provisions of the subsidiary treaty, and that the Maharaja could not as of right claim its restoration; further that the reinstatement of the Maharaja in the administration of the country was incompatible with the true interests of the people of Mysore.

On this final decision being communicated in February 1864 to the Maharaja he submitted a statement of requests, of which the most important was that he should be permitted to adopt a son and heir to inherit his country and hold it as an Indian State. The Government of India, while recognising the Raja's right to adopt so far as his private property was concerned, informed him in March 1864 that no authority to adopt a successor to the State of Mysore had ever been given him, and that no such power could now be conceded. The decision was upheld by the British Government. About the same time the Government of India compromised for about 30 lakhs the private debts of the Chief, which amounted to upwards of 55 lakhs of rupees.

In June 1865, notwithstanding the earlier decision of the Government, the Maharaja adopted Chamrajendra Wadiar Bahadur, a child 2¼ years of age and a member of the Bettada Koté branch of the ruling family, as successor to all his rights and privileges. The Government of India declined to recognise the adoption, or to accord to the Maharaja's adopted son the honours and privileges due to the heir to the State of Mysore.

In the following year the Maharaja again urged the question of the recognition of his adopted son, and in April 1867 his requests met with a favourable response. Without entering into any minute examination of the terms of the treaty of 1799, the British Government recognised in the policy which dictated that settlement a desire to provide for the maintenance of an Indian dynasty in Mysore upon terms which should at once afford a guarantee for the good government of the people and for the security of British rights and interests. Having regard to the antiquity of the Maharaja's family, its long connection with Mysore, and the personal loyalty and attachment to the British Government which the Maharaja had manifested, the British Government desired to maintain that family on the *gaddi* in the person of the Maharaja's adopted son, upon terms corresponding with those made in 1799, so far as the altered circumstances of the time would allow. But before replacing the people of Mysore, in whose welfare the British Government felt peculiar interest owing to their having so long been under British administration, under the rule of an Indian ruler, it was held that it

would be necessary both to give the young Chief an education calculated to prepare him for the duties of administration, and also to enter into an agreement with him, as to the principles upon which he should rule the country. If at the demise of the Maharaja the young prince should not have attained his majority, the Mysore territory should, it was decided, continue to be governed in his name upon the same principles and under the same regulations as might be then in force.

In 1867 the Ruler of Mysore was granted a permanent Salute of 21 guns.

Maharaj Krishna Raj Wadiar died in March 1868. A Proclamation (No. XII) was issued acknowledging the succession of Chamrajendra Wadiar, and stating that during his minority the Mysore territory would be administered in his name by the British Government; and that, if on his attaining the age of eighteen years he should be found qualified for the discharge of the duties of his position, the government of the country would be entrusted to him, subject to such conditions as might be determined at that time. The Maharaja was accordingly publicly installed by the Commissioner of Mysore on the 23rd September 1868.

Between the date of the settlement of his debts in 1864 and the time of his death in 1868 Maharaja Krishna Raj Wadiar had contracted further liabilities to the amount of 13 lakhs of rupees. These were liquidated from the surplus revenues of Mysore. It had been intended to set apart this surplus as a fund for the support of the relatives and dependants of Maharaja Krishna Raj Wadiar after his death, but this was rendered unnecessary by the continuance of the ruling family in the person of the Maharaja's adopted son.

The account of the one-fifth of the net revenues of Mysore, which had been paid to Maharaja Krishna Raj Wadiar during his lifetime under article 5 of the treaty of 1799 and which had for several years averaged 13 lakhs of rupees per annum, was closed at his death. All the revenues of Mysore were thereafter administered in trust by the British Government, a separate account being kept of the provision made for the support of the Maharaja, his family and dependants, and the unappropriated balances being accumulated for the benefit of the Maharaja and the State of Mysore.

During the famine which visited the country from 1877 to 1879 the Government of India advanced to the Mysore Darbar a sum of 80 lakhs of rupees to be expended on famine relief. The loan bore interest at 5 per cent., but the Government of India agreed to credit 1 per cent. of the interest to a sinking fund which would liquidate the loan in 28 years. In 1882, with the sanction of the Government of India, the Mysore Darbar raised a loan of 20 lakhs of rupees for railway purposes. This was finally discharged in the year 1925-26, although the bulk of it had been discharged much earlier.

On the 5th March 1881, the Maharaja Chamarajendra Wadiar Bahadur attained the age of 18 years; and on the 25th of the same month the rendition of Mysore to its hereditary rulers was effected by the installation of the young Chief as Maharaja of Mysore under a Proclamation (No. XIV) of the Viceroy and Governor-General of India in Council. The Maharaja at the same time signed a Sanad or Instrument of Transfer (No. XIII) describing the conditions on which the administration of the Mysore State was transferred to him by the British Government. From the date of the rendition of the State the Chief Commissioner of Mysore became the Resident in Mysore and Chief Commissioner of Coorg.

On the 5th April 1881, the Maharaja signed a deed of assignment (No. XV), making over (with effect from the date of his accession, *viz.*, the 25th March 1881) free of charge, to the exclusive management of the British Government, for the purposes stated in article 8 of the Treaty, all lands forming the Civil and Military Station of Bangalore and certain adjacent villages, as described in the schedule attached to the Deed of Assignment. The Maharaja renounced all jurisdiction in the lands so assigned. The boundaries of these lands were slightly altered in 1883, 1888, 1896, 1903 and 1917. The area of the Civil and Military Station of Bangalore is 13·54 square miles with a population, according to the census of 1921, of 1,18,940. The revenues of the Station, derived chiefly from Excise, Income-tax, and stamps, are devoted to the expenses incurred in its administration, a certain proportion of the surplus over a fixed figure (regarded as the normal expenditure) being handed over to the Mysore Darbar. According to the arrangement entered into with the Mysore Darbar for a period of 10 years from the year 1924-25, the normal expenditure has been fixed at 13 lakhs and any surplus revenues in excess of this sum are divided between the Tract and the Mysore Darbar in the proportion of one-fourth to the former and three-fourths to the latter.

The Instrument of Transfer (No. XIII) has been replaced with the sanction of His Majesty's Government by the Treaty (No. XXVI) concluded on the 26th November 1913 between the British Government and the Maharaja of Mysore placing the relations of the British Government with the Ruler of Mysore on a footing more in consonance with his actual position among the Feudatory Chiefs of India. By the 4th article of the Treaty a subsidy of 35 lakhs a year has to be paid to the British Government in 2 half-yearly instalments. This article corresponds to article 5 in the original Instrument by which the subsidy was enhanced from 24½ to 35 lakhs. In 1881 the Government of India, in consideration of the financial position of the Mysore State, remitted for a period of five years, *i.e.*, till the 1st April 1886, the enhanced subsidy

Fund under the charge of the Comptroller and Auditor General in India.

A line from Mysore to Nanjangud was completed in 1891, and another from Bangalore to Hindupur in 1893. The Kolar Gold Fields Railway was opened for traffic in 1893, and a branch line connecting Shimoga with Birur on the Mysore State Railway was completed in 1899. Portions of the Kolar District Railway and Chikballapur Light Railway were completed in 1917 and opened for traffic. Another portion of the Bangalore-Chikballapur Light Railway was opened for public traffic on the 7th January 1918. The Arsikere-Hassan-Mysore Railway was completed and opened for public traffic on the 3rd January 1918.

In 1877 it was arranged that the lands in the Mysore State occupied by the Madras Railway should be held to have been transferred with full jurisdiction, short of Sovereignty rights, to the British Government. This line as well as the Bangalore-Harihar and the Bangalore-Hindupur lines, are worked by the Madras and Southern Mahratta Railway Company. Jurisdiction over the latter two lines also vests in the Government of India (No. XIX). The Mysore Darbar exercise jurisdiction over the following lines:—

1. The Birur-Shimoga line.
2. The Kolar Gold Fields line.
3. The Bangalore-Mysore-Nanjangud line.
4. The Mysore-Arsikere line.
5. The Bangalore-Chikballapur-Bowringpet line.

The Mysore Darbar completed the construction of the Nanjangud-Chamarajanagar Railway in 1926 and the line was opened for traffic by His Highness the Maharaja of Mysore on the 27th August 1926. They exercise jurisdiction over this line also. The Mysore Darbar have agreed to construct a railway line from Bangalore to Hosur.

The fort of Bangalore was in 1888 restored to the Mysore Darbar in exchange for the Bangalore Residency house and grounds, which were then incorporated in the Civil and Military Station of Bangalore.

In 1888 the Maharaja offered to raise and maintain a suitable force for the purposes of Imperial defence, and in 1892 an Imperial Service Cavalry regiment 600 strong was formed. In 1899 the Mysore Darbar entered into an Agreement (No. XXII) for the effective control and discipline of the Imperial Service Troops when serving beyond the frontier of the State. In 1901 the organisation of a pony cart transport train, of a sanctioned strength of 300 carts and 700 ponies, was commenced, and completed in 1904.

The Imperial postal department took charge of all postal arrangements in the State on the 1st April 1889.

In 1892 certain Rules were agreed to (No. XVIII) between the Madras Government and the Mysore Darbar governing the restoration and construction of irrigation works in Mysore.

Maharaja Chamarajendra Wadiar died in 1894 and was succeeded by his eldest son Krishnaraja Wadiar Bahadur, born in June 1884, who was installed on the 1st February 1895. During his minority the administration of the State was conducted by his mother as Regent, assisted by a Council of three members with the Dewan as President. He was invested with full administrative powers on the 8th August 1902.

In February 1897 the Secretary of State for India entered into two Agreements, one with the Maharaja (No. XXI) allowing the British Government to obtain from the Chamarajendra Reservoir and the minor tanks connected therewith a supply of water for the Civil and Military Station of Bangalore, and the other (No. XX) with the Municipal Commissioners for the Civil and Military Station of Bangalore, regarding the supply of water from the same reservoir for the use of the Municipality. The latter was amended in December 1901 (No. XXIII) and in June 1912 (No. XXIV). An agreement (No. XXV) was entered into on the 17th January 1913 between the Secretary of State for India and the Mysore Darbar with regard to the installation and working of the Jewell Filters. The above agreement has been revised by a Supplemental Agreement (No. XXIX), dated the 30th October 1926 entered into between the Secretary of State for India and His Highness the Maharaja of Mysore. An agreement (No. XXVIII), dated the 4th November 1925 has been made between the Mysore Darbar and the Secretary of State for India with regard to the electrification of the pumping plant at Turbanhalli.

In 1901 the Government of India conveyed their assent* to the arrangement, which had been made between the Madras Government and the Mysore Darbar, whereby the latter are empowered to utilise the water-power of the falls of the river Cauvery at Sivasamudram for the generation of electrical power.

On the 22nd June of the previous year the Mysore Darbar had entered into an agreement with Messrs. John Taylor and Sons respecting the supply and purchase of such electrical power to be supplied by the Mysore Darbar to Gold Mining Companies on the Kolar Gold Fields. The above agreement was superseded by an agreement of the 18th August 1913 supplemented by a further agreement made on the 24th September 1917.

In December 1901 an agreement was entered into between the Mysore Darbar and the Hon'ble Mark Napier, on behalf of various gold mining companies in the Kolar Gold Fields, for the continuance, on the present terms, of the different leases and assignments, now in existence,

* Govt. of India, Foreign Deptt. letter No. 478-I. A., dated 1st Feb. 1901.

until the 22nd March 1910, and for the renewal of the leases thereafter for 30 years with slight modifications as to the payment of royalty. In pursuance of the above agreement, the leases of the Gold Mining Companies at present working in the Kolar Gold Fields were renewed on the 25th October 1910 for a further period of 30 years from the 22nd March 1910.

The Mysore Darbar have been authorised by the Government of India to modify the rules for the grant of exploring and prospecting licenses and mining leases in the State from time to time consistently with the principles laid down by the Government of India, on the understanding that any new rules would be notified to the Resident. They published their revised rules in Mysore Government Notification No. G. 25838-57-18-20, dated 12th May 1920.

In 1904 the Mysore Darbar accepted the mid-stream of the Sharavathi river as the boundary between the Mysore State and the Bombay Presidency at the Gersoppa Falls.

In the same year the Mysore Darbar made an arrangement with the States of Travancore, Cochin, Sandur, Pudukkottai and Banganapalle, for the mutual waiving of all claims on account of expenditure incurred in connection with the subsistence and transit of accused persons and cattle surrendered by one State to the others.

A Legislative Council was established in Mysore by Regulation No. I of 1907 in March 1907 for the purpose of making laws and regulations in the Mysore State. It was enlarged and invested with larger powers according to Regulation No. XIX of 1923. The Dewan is *ex-officio* President of the Council.

In 1924 a final Agreement* (No. XXVII) was arrived at between the Government of Madras and the Mysore Darbar in regard to the construction of the Krishnarajasagara Reservoir on the Cauvery river in Mysore, about which a dispute had arisen under the rules and schedules decided on in 1892.

In August 1927 the Government of India reduced, with effect from the 1st April 1928, the subsidy paid by the Mysore Darbar by 10½ lakhs. This was the amount added to the subsidy at the time of the rendition of Mysore to the Maharaja (No. XIII).

Maharaja Krishnaraja Wadiar Bahadur contributed a sum of 62 lakhs towards the expenses of the Great War.

Under the reorganisation scheme of January 1921 the authorised strength of the Mysore State Forces consists (December 1926) of:—

Mysore Lancers	526	Not yet organised (1926).
Mysore Horse	186	
Mysore Body Guard Cavalry	125	
Mysore 1st Infantry	775	
Mysore 2nd Infantry	1,180	
Mysore Palace Guard Infantry	500	

* In 1929 an Agreement was arrived at between the Madras Government and the Mysore Durbar, amending clauses 7 and 8 of the Rules of Regulation annexed to this Agreement.

The State also maintains 26 Artillery men with 7 serviceable and 7 unserviceable guns.

With effect from the 1st January 1922 the designation "Imperial Service Troops" was changed to "Indian State Forces."

Mysore, inclusive of the Bangalore Assigned Tract, has an area of 29,444 square miles, with a population (according to the Census of 1921) of 5,978,892. For the year 1925-26 the gross revenues of the State, exclusive of the Assigned Tract, were Rs. 3,39,62,290. Up to 1891 the Maharaja's civil list amounted to 13 lakhs of rupees annually. The Civil List has been increased considerably and now amounts to 23 lakhs of rupees a year. There is, besides, a fixed scale of pensions for the immediate descendants of the Maharaja which are paid from State revenues, subject to a maximum payment on this account of six lakhs of rupees a year.

No. I.

Articles of a Firmaund granted by the Nawab Hyder Ali Khan Bahadur —1763.

The Nawab Hyder Ali Khan's seal.

Article 1.

The Honourable English Company have free liberty to build a commodious factory and warehouses at Onore; by the water-side, or any place they may pitch upon; and they may enclose their compound with a wall of stone and mud without any guns. The ground allotted them shall be rent-free. Whilst the English have a factory at Onore, no other European nation shall have leave to settle there.

Article 2.

The English have the sole liberty granted them of purchasing all the pepper produced between Mirjee and Batcole, both these places included; nor shall any European or other nation besides them have leave to purchase pepper within these districts. The price shall be adjusted every year between the Resident and four principal merchants of Onore.

Article 3.

The Honourable English Company have free liberty to export annually from Mangalore three hundred corge of rice for the service of Tellicherry exempt from the duty called Adlamy; or if they choose to carry this rice to Bombay, it is exempt from the same duty. Any private English merchants who purchase rice must be liable to the same customs as other merchants.

Article 4.

Whereas several Onore merchants are largely indebted to the Honourable Company, the killadar, etc., officers must assist the English in recovering their just demands; and provided any merchants in future should be indebted to the English, and make any disputes about paying, they have free liberty to confine such merchants in their factory till they clear their debts.

Article 5.

All goods that the English import, either at Onore or Mirjee, shall pay one and a half per cent. customs on the sales; except horses, wet and dry dates, sugar, kishmisses, cocoanuts, copra, tobacco, munchustry, opium, cotton, salt, brimstone, and camphor: these fourteen articles are to pay the same customs as other merchants pay. Any goods they cannot sell they have leave to re-export without paying any customs on them, on showing them to the custom-master. Gold and silver are to pay no customs, nor any necessaries that the English may import for their own use.

ARTICLE 6.

If any ships or vessels, belonging to the English, should be cast away upon any part of the coast in the Bednure dominions, the Nawab's killadars, etc., officers and people shall assist in saving the goods, stores, etc., which shall be all returned to the English.

ARTICLE 7.

The English have free liberty to cut timber, stones, hay, and wood, for to build their factory: but if they want masts for vessels, they must apply for leave to cut them.

ARTICLE 8.

No grabs, gallivafs, or armed boats, belonging to the English, shall pay anchorage, but have free liberty to go and come.

ARTICLE 9.

The English will not assist the enemies of the Nawab; nor, on the other hand, shall the Nawab afford any assistance to the enemies of the English.

ARTICLE 10.

The Killadars and officers of the Nawab shall always show the English and their servants a due respect everywhere, and at all times be ready to assist them.

Signed by the NAWAB.

Bednure, the 10th of Mojee, 1176,

or the 27th of May Anno Domini 1763.

No. II.

GRANT from HYDER ALI KHAN BAHADOOR, dated the 23rd February 1766.

I, Hyder Ali Khan Bahadoor, in consideration of the friendship subsisting between me and the Honourable United English East India Company, do hereby confirm and ratify all the several grants and privileges made over to them by the several Malabar powers, for the sole purchasing and exporting the produce of these countries, particularly pepper, sandal-wood, and cardamums, from the Malabar frontier to the northward to the Samorine's dominions, including them; and further, I do promise to grant and confirm the same, withersoever my arms may prove victorious.

Given under my hand, in Mudday

the day and year above written.

No. III.

Treaty with Hyder Ali—1769.

A Treaty of Perpetual Friendship and Peace, made and concluded between the Governor and Council of Fort St. George, in behalf of the Honourable English East India Company, for all their possessions, and for the Carnatic Payen Ghat, on the one part; and the Nawab Hyder Ali Khan Bahadoor, for the country of Mysore Hyder Nagur, and his other possessions, on the other part; on the following conditions:

Article 1.

That all hostilities shall immediately cease on the conclusion of this Treaty which is to be perpetual, or as long as the Company may exist; that peace and friendship shall take place between the contracting parties (particularly including therein the Rajah of Tanjore, the Malabar Ram Rajah, and Morari Rao, who are friends and allies to the Carnatic Payen Ghat), also all others, the friends and allies of the contracting parties provided they do not become the aggressors against either of them; but if they are aggressors they are not to be assisted by either party.

Article 2.

That in case either of the contracting parties shall be attacked, they shall from their respective countries, mutually assist each other to drive the enemy out. The pay of such assistance of troops from one party to another, to be after the following rates, *viz.*, to every soldier and horseman fifteen Rupees per month, and every sepoy seven and a half Rupees per month: the pay of the Sirdars and Commandants to be as it shall be agreed on at the time.

Article 3.

The Presidency of Bombay, and all the factories and places which were before or are now under their government, are included in this Treaty of friendship: and the Nawab Hyder Ali Khan Bahadoor engages, out of his friendship and regard for the Company, to grant to them the factories, privileges, and exemptions in trade, in the same manner as they before held them; moreover, to release all the Sirdars, Europeans, Sepoys, etc., who may have been taken on that side and this, immediately on the arrival of a proper person from the Governor and Council of Bombay for that purpose; and also to settle the particulars of the privileges of trade, and other matters relative to the sandal-wood and pepper, etc., articles of trade. And as there is now established between the contracting parties (the Company and the Nawab Hyder Ali Khan) a perpetual peace, there is no doubt but the Presidency of Bombay will exchange with the said Nawab a Treaty to the same purport as this, respecting the affairs of the said place, etc., and all the factories on that side. With regard to the ships, etc., which have been taken on both sides in the course of this war, it is hereby agreed and stipulated that they shall be mu-

tually forgiven, and no claim or demand on any account made for them hereafter.

ARTICLE 4.

The above Nawab engages that all the officers, Europeans and sepoys belonging to the Presidency of Madras, shall immediately be released on the arrival of a proper person at Bangalore to demand them; also all the Sirdars and people belonging to the Carnatic Payen Ghat, who may have been taken in this war shall likewise be released; the English Company engaging on their side to release the people belonging to the said Nawab who may have been taken also in this war.

ARTICLE 5.

The contracting parties mutually engage and agree that the forts and places which may have been taken by either party from the other in this war shall be mutually restored, except the fort of Caroor and its districts. And whereas the English Company have, in the forts of Colaur and Vencatigherry (exclusive of the former stores therein) many cannon-shot, powder, ball, and muskets, the Nawab Hyder Ali Khan engages that the said Company shall have permission to bring away the same, without any let or molestation being given them therein, and as soon as they are withdrawn, the said forts shall immediately be evacuated and restored to the said Nawab.

In witness whereof, the said contracting parties have interchangeably signed and sealed two instruments, of the same tenor and date, viz., the said President and Council, on behalf of the English East India Company and the Carnatic Payen Ghat, in Fort St. George, this 3rd day of April, in the year of the Christian era 1769; and the said Nawab Hyder Ali Khan Bahadoor, at his camp at Madavaram, the 25th day of the Moon Teokyd, in the year of the Hegira 1182.

No. IV.

TREATY with HYDER ALI—1770.

ARTICLES for a TREATY of PEACE and firm FRIENDSHIP between the HONOURABLE THOMAS HODGES, ESQUIRE, PRESIDENT and GOVERNOR, and the COUNCIL of BOMBAY, in behalf of the HONOURABLE UNITED ENGLISH EAST INDIA COMPANY, on the one part, and the NAWAB HYDER ALI KHAN BAHADOOR, etc., TITLES, for the countries of MYSORE, HYDER NUGUR, and SOONDAH on the other part.

ARTICLE 1.

That agreeable to the 3rd Article of the Treaty of peace concluded between the Honourable the President and Council of Madras and the Nawab Hyder Ali Khan Bahadoor, there be from this day, a firm peace and friendship between the Honourable English East India Company and the said Nawab, and their successors to continue for ever.

ARTICLE 2.

That the Honourable Company may have free liberty to build a commodious factory and warehouses at Onore, by the water-side, or any place they may pitch upon, and that they may enclose the compound with a suitable wall : and the ground allotted them shall be rent-free. They shall also have permission to cut timber, bring stones, hay, and wood, for their use. In like manner, they shall have a factory at Carwar ; and the Nawab promises to oblige the Rajah of Bilguey to give all the pepper produced in his country to the Honourable Company at the same price as they may purchase this article at Onore.

ARTICLE 3.

That the Honourable Company shall likewise have the sole and exclusive right of purchasing all the pepper and sandal-wood produced in the Nawab's dominions, the prices of which must be settled agreeable to former custom. The amount, or as much of it as the Honourable Company choose to be made good in guns, muskets, salt, saltpetre, lead, and gunpowder, and the balance made good in ready money.

ARTICLE 4.

That the Honourable Company shall have free liberty to export from Mangalore, or other ports of the Nawab's dominions, whatever rice they may want for Tellicherry or Bombay ; three hundred corges of which is, as usual, to be free of the duty called adlamy.

ARTICLE 5.

That the English shall have free liberty of trading in the several ports of the Nawab's dominions on the Malabar coast, paying customs at the rate of one and a half per cent. on the sale of all goods ; and to have permission to re-export any goods which will not sell free of custom, on signifying the same to the custom-master. No customs to be charged on gold and silver nor on any articles for the immediate use and consumption of the English, their servants, and dependants.

ARTICLE 6.

The Nawab obliges himself to assist the English in recovering their just debts from his subjects, by compelling them to make good the same on the debts being fully proved to his satisfaction.

ARTICLE 7.

That he Honourable Company, and the English in general, shall have free liberty to cut and purchase masts, timber, and plank at Onore, Mangalore, or any other ports of the Nawab's country, teak excepted.

ARTICLE 8.

That no vessels, of what kind or denomination soever, belonging to the English, shall pay anchorage in any of the Nawab's ports, but have free liberty to go out and come in without hindrance or molestation.

ARTICLE 9.

Whatever vessels belonging to the English may be drove on shore on any part of the Nawab's dominions, whether by stress of weather or otherwise, his killadars, officers, and subjects are to assist them that their goods may be saved and delivered to the proprietors.

ARTICLE 10.

That the said Nawab shall not assist the enemies of the English, nor, on the other hand, shall the English assist the enemies of the Nawab; but should assistance be afforded on either part hereafter, the officers and men who may be sent to them are to be paid at the following rates, by the parties to whom they may be sent, *viz.*—

The commission officers to be paid at the discretion of the party assisted but with the concurrence and approbation of the party who assist:—

Each European soldier	15 Rupees per month.
Each Sepoy	7½ " "

ARTICLE 11.

Should at any time disputes arise between the servants of the English factories and the Nawab's subjects, servants, or dependants, and the former be found culpable, they shall be sent to the English Resident to be punished, as shall the Nawab's people to his killadars, hummuldars, etc., if they are found to be in fault. The servants of the English factory, as well as their families, shall be entirely under the Honourable Company's protection.

ARTICLE 12.

That the said Nawab shall not grant any new Firmaund or privileges to any European nation whatever, or suffer any of them to establish any new settlements in any part of his dominions. In all matters of trade or business the English to have the preference; and in matters of ceremony or state, they are to take rank of all other European nations, as well as the country powers.

ARTICLE 13.

The said Nawab hereby ratifies and confirms the grant which he executed in February 1766, and delivered to Messrs. Sparks and Townsend, relative to the privileges and immunities the Honourable Company possessed in the several countries he conquered upon this coast, before he took possession thereof; and hereby binds and obliges himself to compel whoever may be in possession of those countries to grant to the Honourable Company the produce thereof, as well as the full enjoyment of all their rights and privileges therein in their utmost extent.

In witness of all which the said contracting parties have interchangeably signed and sealed two instruments, of the same tenor and date, viz., *the said President and Council, on behalf of the English East India Company, in Bombay Castle, this 8th day of August, in the year of the Christian era 1770, and the said Nawab Hyder Ali Khan Bahadoor.*

No. V.

TREATY of 28th October 1782 for the restoration of the Hindoo dynasty of MYSORE.

By virtue of powers delegated to me by the Right Honourable George, Lord Macartney, K.B., etc., etc., etc., President and Governor and Select Committee of Fort St. George, bearing date the 27th day of September in the year of our Lord 1782, I am authorised to negotiate and conclude an agreement with Her Excellency the Rana of Mysore, subject to the approbation of the Governor-General and Council.

I do therefore hereby solemnly engage on the part of the said Right Honourable George, Lord Macartney, President and Governor and Select Committee, that all and every the Articles of agreement annexed, authenticated by the Rev. Mr. Swartz, and interchanged with Trimulrow, the Agent of Her Excellency the said Rana, and with me as representative of the Honourable Company, at Tanjore on this 28th day of October in the year of our Lord 1782, shall be received and acknowledged as the basis of a Treaty of amity and alliance between the said Honourable Company and the said Rana, subject to the before recited condition. And I do hereby solemnly engage that all and every the Articles annexed shall stand inviolably as the fixed and unalterable terms of the said Treaty, unless by mutual consent of the said Rana or Her Representatives, and the Representatives of the Honourable Company, it may hereafter be deemed expedient to amend and alter them.

In witness whereof, in the presence of Almighty God, I have hereunto affixed the seal of the Honourable Company, and have also subscribed my signature this 28th day of October in the year of our Lord 1782.

Signed and sealed
in the presence of

C. T. SWARTZ.

JOHN SULLIVAN,
Resident, etc.

J. C. HIPPESLEY,
Assistant, etc.

ARTICLES of AGREEMENT concluded by MR. SULLIVAN with the RANA OF MYSORE.

Hyder Naig has usurped all our master's country, destroyed him and his two sons and still keeps his widow our Rana in prison at Seringapatam. The English know that Hyder Naig was a servant of our master's when he did these things.

If the English who are great and powerful will punish this usurper, and deliver to our master the countries Hyder has taken from him, we will enter into the following conditions :—

1st.—We will pay to the Company three lakhs of Kandirayen Pagodas as soon as their troops shall have driven the enemy out of the Coimbatour, etc., countries on this side of the mountains.

2nd.—As soon as the English troops shall have ascended the Balaghat and possessed themselves of the forts of Ardmelli or Viseyburam we will pay the further sum of one lakh of pagodas.

3rd.—Upon the surrender of the fort of Mysore, and the government of the country being given to our Rana or whoever she may adopt, we will pay another lakh of Pagodas and

4th.—Upon the fall of Seringapatam we will pay five lakhs of Pagodas, that is to say, in all, the sum of ten lakhs of Pagodas.

5th.—We will engage further that from the day our Rana or whoever she may adopt shall be proclaimed in Seringapatam, the sum of five lakhs of Pagodas shall be paid annually to the Company by monthly instalments, and moreover that a jaghire to the annual value of one lakh of Pagodas shall be assigned to the Company, in whatever part of the said dominions they may

The English Company are well acquainted with the usurpation of Hyder Ali and the misfortunes which he has brought upon the family of the Rajah of Mysore, whose servant he was. They are willing to assist with their troops in reducing Hyder Ali, and in re-establishing the Rajah in his hereditary dominions upon the conditions proposed in the first, second, third, and fourth Articles.

5th and *6th.*—The Company will undertake to protect the government of Mysore, and will maintain an army in that country; but as the number of troops that may be required for that purpose cannot now be determined, the government of Mysore must engage to pay whatever the charges of such an army may exceed the sum of five lakhs of Pagodas.

think proper, upon the following conditions :—

6th.—That the Company shall take the protection of all our country into their own hands, and that for this purpose they shall keep an army of sepoys, of European soldiers, and of European artillery, with all the officers, guns, stores, etc., field and garrison equipage usually attached to such an army, in the same manner as given to the Rajah of Tanjore.

7th.—That the Company shall not interfere in the management of the country nor in the arrangements for the peshcush and chout; that the killadars, amuldar, and other officers who may be appointed by the Rana for the management of the country shall be employed, and none others, in the collections; and that they shall be supported by the Company's troops in the execution of their office; and further that the Company shall not interfere in the business of the polygars.

7th.—The amount of the former peshcush from Mysore to the Mogul as well as the amount of the former chout to the Mahrattas, must be regularly paid into the Company's treasury, to be by them accounted for to the Mogul's officer and to the Mahrattas. If by their influence and friendly offices the Company should prevail with the Mahrattas and the Mogul to exempt Mysore from the future payment of peshcush and chout, the amount of those charges will be held by the Company as a fund for defraying any extraordinary expenses which may be incurred either in future wars, in the building and repairing of forts, or in the augmentation of the military force for the defence and protection of Mysore. The Company will not interfere in the business of the polygars in the collection of the revenue, or in the nomination of killadars, etc., but will support and assist all officers who may be appointed by the government of Mysore, provided the stipulated payments are regularly made by the government, and provided care is taken to have twelve months' provision in every garrison where the Company's troops may be stationed, otherwise the public safety will oblige the Company to collect money and provisions to the extent of this agreement.

8th.—That the Company will order to be delivered over to us whatever jewels, treasure, elephants, horses, military stores and effects of every kind, belonging to Hyder Naig and his officers, that may be found in the different forts, towns, etc., or that may be taken in the field.

8th.—According to the rules of war established in European armies, whatever is found in a place taken by storm, and whatever is taken in the field from the enemy, becomes the immediate property of the troops: a compromise is often made on such occasions, whereby the army relinquish their claim for a specific sum of money; the Company will recommend this measure to their officers.

9th.—That Hyder Naig and all prisoners of every rank who may be taken in the field and in the different forts, towns, etc., shall be delivered over to the Rana's officers.

9th.—As the Company are already engaged as principles in a war against Hyder Ali, they cannot agree to this article. They will however shew particular regard to the interest of the Mysore government in this and every other instance.

10th.—That Seringapatam being a place of religious worship, no troops shall be stationed within the walls of that place except in time of actual war.

10th.—It must be left to the Company to determine in what places garrisons shall be placed, what forts shall be kept up, and what shall be destroyed.

11th.—That the Rana shall be at liberty to station sebundees and polygars in such places as may be necessary for the security of the revenue and the protection of the inhabitants.

11th.—Admitted.

12th.—Should it so happen that the Company may not be able to reduce Hyder Naig, but on the contrary that they should be obliged to make peace with him, in that event the Company must take us and all the people who may join with us under their protection, and continue the same to us and our family for ever. And further they must engage to pay back whatever money may be advanced them on account of our Rana for the purposes before mentioned.

12th.—The Company will comply with this Article in all its extent, as well in regard to the protection of persons as to the reimbursement of money.

13th.—The Governor and Council of Madras must procure a Sunnud from the Company in England to confirm to our Rana and her successors the full possession and government of all the countries that may be taken as before mentioned from Hyder Naig for ever and ever, upon the conditions hereinbefore expressed.

13th.—(*Vide* Note at the end.) General Coote is now invested with full powers from the Company, his cowle will be sufficient for the present. A Sunnud from the Supreme Government of Bengal will be procured by him, and a public letter from the Company will be obtained as soon as possible to confirm the whole in the same manner as it has been granted to the Rajah of Tanjore.

14th.—As there is no reason to hope that the revenues of a country exhausted by a distant war could afford a larger subsidy than five lakhs of Pagodas for some years; it is therefore further proposed that as the war now carrying on by the English against Hyder Naig can only be terminated by the total suppression of his power, the Company should extend the Mysore Government over all the countries now held by Hyder; in consideration of which we will engage to pay by monthly instalments to the Company the further sum of twenty-three lakhs of Pagodas for the expenses of the war. And from the time that peace shall be re-established and the Mysore authority acknowledged throughout the dominions now held by Hyder Naig, we will pay annually to the Company the sum of twelve lakhs of Pagodas, and moreover assign to them in perpetuity a jaghire to the yearly value of five lakhs of Pagodas, in whatever part of the said dominions they may think best. In consideration of which the Company must maintain an army for the protection and defence of those countries.

14th.—The Company cannot consent to this proposal in all its extent. Their ally the Soubah of the Deccan has just claims on some of those countries; and the Mahratta State, with whom the Company are now entering into a Treaty of friendship and alliance, have claims upon other countries. All the conquests therefore made by Hyder Ali from the Soubah and the Mahrattas must be excepted, and the Company must be left at liberty to enter into such engagements with those powers relative to those countries as they may think proper. The peshcush and chout formerly paid from the other countries, which may be recovered from Hyder Ali and given up to the Rana of Mysore must be regularly paid to the Company in the same manner and for the same purposes as has been expressed relative to the peshcush and chout from Mysore. The stipulated payments must be regularly paid, and twelve months' provision must be constantly kept in every garrison, as has been before expressed.

With those exceptions the Company will engage to put the Rana of Mysore in possession of all the other conquests made by Hyder Ali, and to protect her and her successors in the same upon the conditions proposed.

15th.—Whatever countries may have been taken by Hyder Naig from the Governments of Hyderabad or Poonah or Sattara, that is to say, countries which are held immediately under the dominion of those governments, we agree shall be excepted, on condition that a proportionate deduction be made from our payments; but this must not be extended to any tributaries of either State unless in such cases as may be now particularly provided for. The Articles of peshcush and chout must be left to the decision of our Rana, to whose consideration we will recommend them.

15th.—The Company will consent to make a deduction from the Mysore payments in the proportion as the revenue of any other province that may be excepted shall stand to that of the other countries to be given up to Mysore.

16th.—We cannot consent to the restoration of Gooty. Our Rana has received particular injuries from Morarow, and besides there is a debt of thirty lakhs of Rupees which is justly due from him to the late Rajah of Mysore.

16th.—The Company will reserve to themselves the liberty of reinstating the family of Morarow in the country of Gooty.

I agree to all the Articles of the Company except these three points: Gooty is not to be delivered to its former possessor; in Seringapatam we will have no garrison; nothing but what belonged to the hereditary dominions of the Nizam and the Mahrattas shall be given over to them.

TRIMULROW, etc.

(*Vide* 13th Article.) The powers of Government heretofore vested in General Coote being resumed by the Presidency of Madras, those Articles are executed under their sanction and by their authority, as before expressed.

The foregoing Articles, etc., were drawn up previous to the definitive orders of the Presidency of Madras, bearing date the 27th September 1782.

JOHN SULLIVAN,
Resident, etc.

No. VI.

TREATY of PEACE with the NAWAB TIPPOO SULTAN BAHADOOR—1784.

TREATY of PERPETUAL PEACE and FRIENDSHIP between the HONOURABLE the ENGLISH EAST INDIA COMPANY, and the NAWAB TIPPOO SULTAN BAHADOOR, on his own behalf, for the countries of Seringapatam, Hyder Nagur, etc,

and all his other possessions, settled by ANTHONY SADLIER, GEORGE LEONARD STAUNTON, and JOHN HUDLESTON, ESQUIRES, on behalf of the HONOURABLE ENGLISH EAST INDIA COMPANY, for all their possessions and for the Carnatic Payen Ghat, by virtue of powers delegated to the HONOURABLE the PRESIDENT and SELECT COMMITTEE of FORT ST. GEORGE for that purpose by the HONOURABLE the GOVERNOR-GENERAL and COUNCIL appointed by the KING and PARLIAMENT OF GREAT BRITAIN to direct and control all political affairs of the HONOURABLE ENGLISH EAST INDIA COMPANY IN INDIA, and by the said Nawab, agreeable to the following Articles, which are to be strictly and invariably observed, as long as the sun and moon shall last, by both parties; that is to say, by the English Company and the three Governments of Bengal, Madras and Bombay, and the Nawab Tippoo Sultan Bahadoor,

ARTICLE 1.

Peace and friendship shall immediately take place between the said Company and the Nawab Tippoo Sultan Bahadoor and their friends and allies, particularly including therein the Rajahs of Tanjore and Travancore who are friends and allies to the English and the Carnatic Payen Ghat, also Tippoo Sultan's friends and allies. The Beebee of Cannanore and the Rajahs or zemindars of the Malabar coast are included in this Treaty. The English will not directly or indirectly assist the enemies of the Nawab Tippoo Sultan Bahadoor, nor make war upon his friend, or allies; and the Nawab Tippoo Sultan Bahadoor will not directly or indirectly assist the enemies, nor make war upon the friends or allies of the English.

ARTICLE 2.

Immediately after signing and sealing the Treaty by the Nawab Tippoo Sultan Bahadoor and the three English Commissioners, the said Nawab shall send orders for the complete evacuation of the Carnatic, and the restoration of all the forts and places in it now possessed by his troops, the forts of Amboorgur and Satgur excepted: and such evacuation and restoration shall actually and effectually be made in the space of thirty days from the day of signing the Treaty. And the said Nawab shall also, immediately after signing the Treaty, send orders for the release of all the persons who were taken and made prisoners in the late war and now alive, whether European or Native; and for their being safely conducted to, and delivered at, such English forts or settlements as shall be nearest to the places where they now are, so that the said release and delivery of the prisoners shall actually and effectually be made in thirty days from the day of signing the Treaty. The Nawab will cause them to be supplied with provisions and conveyances for the journey, the expense of which shall be made good to him by the Company. The Commissioners will send an officer or officers to accompany the prisoners to the different places where they are to be delivered: in particular Abdul Wahab Khan, taken at Chitoor, and his family, shall be immediately released,

persons belonging to the Vencatacherry Rajah, who were taken prisoners in returning from the fort of Vellore, to which place they had been sent with provisions, shall also be released, and permitted immediately to return. Lists of the principal persons belonging to the Nawab Mahomed Ali Khan Bahadoor and to the Rajah of Vencatacherry shall be delivered to the Nawab Tippoo Sultan's ministers; and the Nawab will cause the contents of this Article to be publicly notified throughout his country.

ARTICLE 7.

This being the happy period of general peace and reconciliation, the Nawab Tippoo Sultan Bahadoor, as a testimony and proof of his friendship to the English, agrees that the Rajahs or zemindars on this coast who have favoured the English in the late war shall not be molested on that account.

ARTICLE 8.

The Nawab Tippoo Sultan Bahadoor hereby renews and confirms all the commercial privileges and immunities given to the English by the late Nawab Hyder Ali Khan Bahadoor, who is in heaven, and particularly stipulated and specified in the Treaty between the Company and the said Nawab concluded the 8th of August 1770.

ARTICLE 9.

The Nawab Tippoo Sultan Bahadoor shall restore the factory and privileges possessed by the English at Calicut until the year 1779 (or 1193 Hegira), and shall restore Mount Dilly and the district, belonging to the settlement of Tellicherry, and possessed by the English, till taken by Sirdar Khan at the commencement of the late war.

ARTICLE 10.

This Treaty shall be signed and sealed by the English Commissioners and a copy of it shall afterwards be signed and sealed by the President and Select Committee of Fort St. George, and returned to the Nawab Tippoo Sultan Bahadoor in one month, or sooner if possible; and the same shall be acknowledged under the hands and seals of the Governor-General and Council of Bengal and the Governor and Select Committee of Bombay as binding upon all the Governments of India; and copies of the Treaty, so acknowledged, shall be sent to the said Nawab in three months, or sooner if possible. In testimony whereof the said contracting parties have signed, sealed and interchangeably delivered two instruments, of the same tenor and date; to wit, the said three Commissioners on behalf of the Honourable English East India Company and the Carnatic Payen Ghat; and the said Nawab Tippoo Sultan Bahadoor, on his own behalf, and the dominions of Seringapatam and Hyder Nugur, etc. This executed at Mangalore (otherwise

called Codial Bunder) this 11th day of March and year 1784 of the Christian era, and 16th day of the moon Rubee-ul-sanee, in the year of the Hegira 1198.

TIPPOO SULTAN'S Signature

ANTHONY SADLIER.

GEORGE LEONARD STAUNTON.

JOHN HUDLESTON.

No. VII.

PRELIMINARY TREATY with TIPPOO SULTAN—February 1792.

COPY of the PRELIMINARY ARTICLES agreed upon and exchanged, dated 22nd February 1792.

ARTICLE 1.

One-half of the dominions which were in possession of Tippoo Sultan at the commencement of the present war shall be ceded to the allies adjacent to the respective boundaries, and agreeable to their selection.

ARTICLE 2.

Three crores and thirty lakhs of Sicca Rupees shall be paid to the allies, agreeably to the following particulars, etc.

One crore and thirty-five lakhs shall be paid immediately, in Pagodas or gold mohurs, or Rupees, of full weight and standard, or in gold or silver bullion. The remainder one crore and sixty-five lakhs at three instalments, not exceeding four months each, in the three coins before mentioned.

ARTICLE 3.

All subjects of the four several powers who may have been prisoners from the time of the late Hyder Ali Khan to the present period shall be fairly and unequivocally released.

ARTICLE 4.

Until the due performance of the three Articles abovementioned, two of the three eldest sons of Tippoo Sultan shall be given as hostages, on the arrival of whom a cessation of hostilities shall take place.

ARTICLE 5.

When an agreement containing the Articles above written shall arrive, bearing the seal and signature of Tippoo Sultan, counter agreements shall be sent from the three powers; and after the cessation of hostilities such a definitive Treaty of perpetual friendship, as shall be settled by the several parties, shall be adjusted and entered into.

No. VIII.

TREATY of PEACE with TIPPOO SULTAN—1792.

DEFINITIVE TREATY of PERPETUAL FRIENDSHIP for the adjustment of affairs between the HONOURABLE ENGLISH EAST INDIA COMPANY, the NAWAB AUSUPH JAH BAHADOOR and RAO PUNDIT PRUDHAN BAHADOOR, and TIPPOO SULTAN, in virtue of the authority of the RIGHT HONOURABLE CHARLES, EARL CORNWALLIS, KNIGHT of the MOST NOBLE ORDER of the GARTER, GOVERNOR-GENERAL, etc., etc., invested with full powers to direct and control all the affairs of the said COMPANY in the EAST INDIES, dependent on the several Presidencies of Bengal, Madras, and Bombay, and of the NAWAB AZIM-OOL-OMRAH BAHADOOR possessing full powers on the part of the NAWAB AUSUPH JAH BAHADOOR, and HURRY RAM PUNDIT TANTEA BAHADOOR possessing equal powers on the part of RAO PUNDIT PRUDHAN BAHADOOR, settled the 17th day of March 1792, of the Christian era, answering to the 23rd day of the month Rajeb, 1206 of the Hegira; by SIR JOHN KENNAWAY, BARONET, on the part of the RIGHT HONOURABLE CHARLES, EARL CORNWALLIS, KNIGHT of the MOST NOBLE ORDER of the GARTER, etc.; and MEER AULUM BAHADOOR, on the part of the NAWAB AZIM-OOL-OMRAH BAHADOOR; and BUCKAJEE PUNDIT, on the part of HURRY RAM PUNDIT TANTEA BAHADOOR; on one part: and by GHOLAM ALI KHAN BAHADOOR, and ALI RHEZA KHAN, on behalf of TIPPOO SULTAN, according to the undermentioned Articles, which by the blessing of God shall be binding on their heirs and successors as long as the sun and moon endure, and the conditions of them be invariably observed by the contracting parties.

ARTICLE 1.

The friendship subsisting between the Honourable Company and the Circars of Tippoo Sultan, agreeably to former Treaties, the first with the late Nawab Hyder Ali Khan, bearing date 8th August 1770, and the other with Tippoo Sultan, of the 11th of March 1784, is hereby confirmed and increased, and the Articles of the two former Treaties are to remain in full, excepting such of them as by the present engagement are otherwise adjusted: and the eighth article of the second above-mentioned Treaty, dated the 11th March 1784, corresponding with the 18th of the month Rubbee-ul-sanee, 1198 Hegira, confirming all the privileges

and immunities of trade which the deceased Nawab Hyder Ali Khan granted to the said Company by the Treaty entered into in the year 1770, is also, by virtue of the present Treaty, renewed and confirmed.

Article 2.

In the fourth Article of the preliminary Treaty entered into between the allied powers and the said Tippoo Sultan, dated the 22nd February 1792, corresponding with the 28th of the month Jemmadee-ul-sanee, 1206 Hegira, it is written, "until the due performance of the three foregoing Articles" (the first Article stipulating the cession of half the country; the second, the immediate payment of half the sum of money agreed to be paid, and the remainder in specie only, at three instalments, not exceeding four months each instalment; and the third engaging for the release of prisoners) "two of the sons of the said Tippoo Sultan shall be detained as hostages," which Articles are confirmed by the present instrument; accordingly the said Tippoo Sultan shall divide the sum agreed to be paid at three instalments abovementioned into three equal parts, and shall pay to the said three powers their respective shares, at the exchange affixed for the amount to be paid immediately, at such places on the boundaries of the allies as shall be determined on by them; and after the performance of the remaining two Articles abovementioned, that is to say, the cession of one-half of the country and the release of the prisoners, in case the amount of the instalments be paid by Tippoo Sultan to the three powers prior to the expiration of the period stipulated for it, the said sons of Tippoo Sultan shall be immediately dismissed, and all pecuniary demands between the contracting parties shall cease and be at an end.

Article 3.

By the first Article of the preliminary Treaty it is agreed that one-half of the dominions which were in the possession of the said Tippoo Sultan at the commencement of the war, shall be ceded to the allies adjacent to their respective boundaries, and subject to their selection accordingly. The general abstract of countries, composing half the dominions of Tippoo Sultan, to be ceded to the allies agreeably to their respective shares, is hereunto subjoined and the detail of them is inserted in a separate Schedule bearing the seal and signature of Tippoo Sultan.

Districts ceded to the Honourable English Company.

	C. Pagodas. F. C.	C. Pagodas. F. C.	C. Pagodas. F. C.
Calicut, 63 Talooks . . .	..	8,48,765 5 4½	
Paulgautchery . . .	..	88,000 0 0	
Dindigul and Pulnavier Pakshy, 2 Talooks.	..	90,000 0 0	
Salem	..	24,000 0 0	
Koork	..	8,000 0 0	
Namuel	..	16,000 0 0	
Sunkagurry		40,000 0 0	

Districts ceded to the Honourable English Company—contd.

	C. Pagodas.	F.	C.	C. Pagodas.	F.	C.	C. Pagodas.	F.	C.
Barrah Mohul, 9 Talooks, *viz.*—									
Barrah Mohul	64,000	0	0						
Caveriputtun	10,000	0	0						
Verbudurdroog	8,000	0	0						
Raycottah	8,000	0	0						
Kangoondie	6,000	0	0						
Durampoory	8,000	0	0						
Pinnagurh	10,000	0	0						
Tingrycottah	12,000	0	0						
Caveripoor	8,000	0	0	1,34,000	0	0			
Attoor Anuntgurry	..			18,000	0	0			
Purmutty	..			14,000	0	0			
Shadmungal	..			20,000	0	0			
Vainloor	..			16,000	0	0	13,16,765	5	4½

Districts ceded to the Nawab Ausuph Jah Bahadoor.

	C. Pagodas.	F.	C.	C. Pagodas.	F.	C.	C. Pagodas.	F.	C.
Talook Kurpah, 61 Talooks . .									
The Daab, 15 do. . .	16,48,099	3	2						
Deduct as follows :—									
In the Peishwa's share . . 13,06,066 6 10									
Remains with Tippoo Sultan Anagoondy . 60,101 0 0	13,66,767	6	10						
Remains to the Nawab Ausuph Jah .	..			2,81,331	6	8			
Banyaupilly and Churchinnulla, 2 Talooks.	..			41,804	9	8			
Singputtum and Chilwara . .	..			20,000	0	0			
Onak	..			20,000	0	0			
Hanwuntgoond	..			15,000	0	0			
Wimpelly-vemla	..			12,565	0	0			
Mouka	..			12,162	6	14			
In Gooty 4 Talooks, *viz.*—									
Tarputry	19,055	0	4						
Tannorry	13,072	8	0						
Velanoor	8,800	0	0						
Singemmully	10,855	0	0	51,782	8	0			
Beewapoor	..			5,000	0	0			
Bulkarykoor, etc., 2 Talooks . .	35,000	0	0						
Deduct :—									
Remains with Tippoo Sultan 2 Talooks, Koorkoor and Dummoor.	12,000	0	0						
Remains to the Nawab Ausuph Jah	..			23,000	0	0			
In Koorkoor	..			370	2	5	13,16,666	6	11

Districts ceded to Rao Pundit Prudhan Bahadoor.

		C. Pagodas.	F.	C.	C. Pagodas.	F.	C.	C. Pagodas.	F.	C.
The Doal, 15 Talooks . . .		..			16,48,099	3	2			
Deduct :—										
Remains with Tippoo Sultan Anagoody, 1 Talook.		60,101	0	0						
In the share of the Nawab Ausuph Jah—										
Koopul, 8 Talooks .	1,06,137 3 9									
Kuichghurry, Talook.	79,100 0 0									
In Gujunderghur .	96,094 2 15									
		2,81,331	6	8						
					3,41,432	6	8			
Remains to Rao Pundit Prudhan, *viz.*, Dauwar, 8 Talooks.		1,31,536	8	5½						
Hawanoor, 2 Talooks . . .		30,604	3	2						
Dunoor		15,394	6	0¼						
Baukapoor, 16 Talooks . .		2,50,426	6	7¼						
Serhutty, 4 do. . . .		64,843	7	10						
Kelore, 11 do. . . .		1,43,397	4	3						
Gudduck, 4 do. . . .		45,297	1	9½						
Jalahul, 5 do. . . .		73,185	0	14						
Dummul, 4 do. . . .		49,196	5	12						
Shunore, 26 do.		3,40,946	7	13						
Saulgurry Soudunty . . .		1,48,953	8	0						
In Gujunderghur, 8 Talooks.	1,01,977 9 5½									
Deduct in the share of the Nawab Ausuph Jah.	96,094 2 15									
		5,883	6	7½						
					13,06,666	6	10			
Remains to Rao Pundit Prudhan from Gooty Sundoor.		..			10,000	0	0			
								13,16,666	6	10
GRAND TOTAL C. PAGODAS .		..			..			39,50,098	8	9½

ARTICLE 4.

Whatever part of Namuel, Sunkagurry, Salem, Caveripoor, Attoor, and Parmutty, which, as above stated, are comprised within the division ceded to the aforesaid Company, shall be situated to the northward and eastward of the river Cavery, or if there should be any other talooks or villages of talooks situated as above described, they shall belong to the said Company and others of equal value shall be relinquished by the said Company to Tippoo Sultan in exchange for them; and if of the above districts there shall be any talooks or villages of talooks situated to the westward or southward of the said river, they shall be relinquished to Tippoo Sultan, in exchange for others of equal value to the said Company.

ARTICLE 5.

On the ratification and mutual exchange of this definite Treaty, such districts and forts as are to be ceded by Tippoo Sultan shall be delivered up without any

cavil or demand for outstanding balances: and such talooks and forts as are to be relinquished by the three powers to Tippoo Sultan shall, in the same manner, be delivered up; and orders to this effect, addressed to the aumils and commanders of forts, shall be immediately prepared and delivered to each respectively of the contracting parties. On the receipt of which orders, the discharge of the money stipulated to be paid immediately and the release of prisoners on all sides (of which the contracting parties, considering God as present and a witness, shall release without cavil all that are in existence, and shall not detain a single person), the armies of the allied powers shall march from Seringapatam. Such forts and places, nevertheless, as shall be in the possession of the said Company, and on the road by which the said armies are to march, shall not be given up until the said armies shall have removed the stores, grain, etc., and sick which are in them, and shall have passed them on their return. As far as possible, no delay shall be allowed to occur in the said stores, etc., being removed.

ARTICLE 6.

Whatever guns and shot shall be left by Tippoo Sultan in the forts, which the said Tippoo Sultan has agreed to cede to the allied powers, an equal number of guns and shot shall be left in the forts which the allied powers have agreed to restore to Tippoo Sultan.

ARTICLE 7.

The contracting parties agree that zemindars and aumildars, being in balance to either party, and repairing to the country of either party, protection shall not be given them, and they shall be restored. If hereafter it should happen that any disputes arise on the boundaries of the allies and the said Tippoo Sultan such disputes shall be adjusted with the knowledge and approbation of all parties.

ARTICLE 8.

The Polygars and zemindars of this country, who in the course of the present war have attached themselves and been serviceable to the allies, shall not on that account, in any shape or manner, be injured or molested by Tippoo Sultan.

Whenever three copies of this Treaty, consisting of eight Articles, shall be delivered by Tippoo Sultan, bearing his seal and signature accompanied by three Schedules, also under the seal and signature of the said Tippoo Sultan, specifying the detail of the countries ceded to the three powers, one to the said Company with the Schedule, one to the said Nawab Ausuph Jah Bahadoor with the Schedule, and one to the said Rao Pundit Prudhan Bahadoor with the Schedule, three counterparts thereof and of the Schedule shall be delivered to the said Tippoo Sultan by the allies, that is to say, one counterpart with the Schedule on the part of the said Company, bearing the seal and signature of the said Earl Cornwallis; one with the Schedule on the part of the said Nawab Ausuph Jah Bahadoor, bearing the seal and signature of the said Nawab and of Azim-ool-Oomrah Bahadoor; and one with the Schedule on the part of the said Rao Pundit Prudhan

Bahadoor, bearing the seal of the said Rao Pundit Prudhan Bahadoor and the signature of the said Hurry Ram Pundit Tantea Bahadoor.

Signed and sealed in Camp, near Seringapatam, this 18th day of March 1792.

CORNWALLIS.

Jummabundy of the countries which are ceded to the Honourable English East India Company by Tippoo Sultan according to the following detail, dated the 16th of March 1792, corresponding to the 22nd Rajeb, 1206 Hegira.

	C. Pagodas.	F.	C.	C. Pagodas.	F.	C.	C. Pagodas.	F.	C.
Talooks appertaining to Calicut. 63 Talooks, viz.									
Talook Curba Calicut, 3 Talooks—									
Curba	38,236	8	0						
Ramnagr	8,071	7	12						
Purrupnagr	8,863	3	0						
Talook Goorumuny, 7 Talooks—									
Curba	12,725	0	4						
Koleoaut	12,957	3	5						
Paynayr	17,630	5	14						
Purmulla	17,015	9	0						
Kulkumra	12,513	8	3						
Wurkumra	10,535	7	2						
Poelwaye	11,564	8	8						
				94,943	2	14			
Talook Petudnagr, 10 Talooks—									
Curba	14,736	1	14½						
Mylatoor	12,192	4	15						
Augarypoor	13,615	4	5						
Kulkumdela	9,641	3	4½						
Shumayr	10,982	9	11						
Poontanny	14,073	7	5						
Kootay	8,159	4	5						
Wurmayrgur	6,386	2	14						
Kaaput	5,480	1	4						
Wy Kittycote	16,701	7	10						
Talook Warutnagr, 4 Talooks—									
Curba	13,515	0	4½						
Mullpoor	6,608	7	6						
Moreypoor	11,117	3	2						
Wullu Caryoote	10,130	0	0						
				41,371	0	12½			
Talook Shaudgur, 11 Talooks—									
Curba	12,954	0	8½						
Wunnurg Kullyparah	12,466	2	9						
Kalkynagr	12,445	6	6						
Kolekathynagr	10,549	9	2						
Korungeloor	7,117	9	14½						
Suluge	7,567	6	14						
Turunganayr	13,584	2	6						
Hadnallekdush	13,916	7	0						
Kurumputa	6,700	0	0						
Turlatta	10,394	5	15						
Kowulparah	8,328	8	9½						
				1,16,025	9	4			

Jummabundy of the Countries, etc.—contd.

	C. Pagodas. F. C.	C. Pagodas. F. C.	C. Pagodas F. C.
Talook Eoweynayr, 2 Talooks—			
Curba	11,430 3 4½		
Kullaye	4,470 4 3¼		
		15,900 7 7½	
Talook Cherkul, 5 Talooks—			
Curba	21,173 0 6½		
Putton	19,499 3 2¼		
Runditsera	13,137 8 1		
Gowage	12,178 0 10½		
Murrage	14,486 3 6		
		80,472 5 10¾	
Talook Cote Augria, 3 Talooks—			
Cusba Kudroor	14,518 7 2¾		
Putchy	12,654 0 5		
Cootyary	12,828 5 3		
		40,061 2 10¾	
Talook Kurupnayr, 3 Talooks—			
Cusba Kootupoor	18,777 5 9½		
Yergurah	13,192 3 15¾		
Kawal	18,139 0 5½		
		50,108 9 14¾	
Talook Canianoor, 1 Talook . .	..	30,000 0 0	
Talook Cochy, 14 Talooks—			
Toorshmerow	10,000 0 0		
Mukuntpoor	10,000 0 0		
Cotcherry	7,000 0 0		
Animagull	6,000 0 0		
Tulpooly	7,000 0 0		
Moloorkurra	5,000 0 0		
Chalkurra	5,000 0 0		
Oiloornumaary	10,000 0 0		
Chittoor Tutmungul	20,000 0 0		
Alunggaar	4,000 0 0		
Paroor	4,000 0 0		
Kootmutnayr	4,000 0 0		
Shaadmungul	4,000 0 0		
		1,00,000 0 0	
Profits on Black Pepper, Mint and Duties on Timber, etc.			
Farm of the Timber duties . .	30,000 0 0		
Duties on tobacco	2,800 0 0		
Mint	30,000 0 0		
Black Pepper, Cocoanuts, etc. . .	50,000 0 0		
		1,12,800 0 0	
			8,48,765 5 4½
Talook Paulgatcherry . . .	..	..	88,000 0 0
Dindigul and Pulnaveerpuckshy, 2 Talooks—			
Dindigul	..	80,000 0 0	
Pulnaveerpuckshy	..	10,000 0 0	
			90,000 0 0

Jummabundy of the Countries, etc.—concld.

	C. Pagodas. F. C.	C. Pagodas. F. C.	C. Pagodas. F. C.
Selem	..	..	24,000 0 0
Koork	..	..	8,000 0 0
Namkul	..	..	16,000 0 0
Sunkagury	..	..	40,000 0 0
Anuntgury	..	..	18,000 0 0
Parmutty	..	..	14,000 0 0
Vamloor	..	..	16,000 0 0
Shadmungul	..	..	20,000 0 0
Burrah Mohul, 9 Talooks—			
Burrah Mohul	..	64,000 0 0	
Caveripoor	..	8,000 0 0	
Caveriputtun	..	10,000 0 0	
Verbudderdroog	..	8,000 0 0	
Raycotta	..	8,000 0 0	
Kungoondy	..	6,000 0 0	
Darrampoory	..	8,000 0 0	
Pinnagur	..	10,000 0 0	
Tingrecolah	..	12,000 0 0	
			1,34,000 0 0
Canterai Pagodas	..	..	13,16,765 5 4½

The villages of the abovementioned talooks shall be relinquished and retained on an investigation on the spot.

Dated in Camp, near Seringapatam, this 16th day of March 1792.

No. IX.

SUBSIDIARY TREATY with the RAJAH OF MYSORE—1799.

A TREATY of PERPETUAL FRIENDSHIP and ALLIANCE concluded on the one part by HIS EXCELLENCY LIEUTENANT-GENERAL GEORGE HARRIS, COMMANDER-IN-CHIEF of the Forces of HIS BRITANNIC MAJESTY and of the ENGLISH EAST INDIA COMPANY BAHADOOR in the Carnatic and on the coast of Malabar, the HONOURABLE COLONEL ARTHUR WELLESLEY, the HONOURABLE HENRY WELLESLEY, LIEUTENANT-COLONEL WILLIAM KIRKPATRICK, and LIEUTENANT-COLONEL BARRY CLOSE, on behalf and in the name of the RIGHT HONOURABLE RICHARD, EARL OF MORNINGTON, K.P., GOVERNOR-GENERAL for all affairs, civil and military, of the British nation in India by virtue of full powers vested in them for this purpose by the said RICHARD, EARL of MORNINGTON, GOVERNOR-GENERAL; and on the other part by MAHARAJAH MYSORE KISHNA RAJAH OODIAVER BAHADOOR, RAJAH of MYSORE.

Whereas it is stipulated in the Treaty concluded on the 22nd of June 1799, between the Honourable English East India Company Bahadoor and the Nawab Nizam-ool-Dowlah Asuph Jah Bahadoor, for strengthening the alliance and friendship subsisting between the said English East India Company Bahadoor,

His Highness Nizam-ood-Dowlah Ausuph Jah Bahadoor and the Peishwa Rao Pundit Prudhan Bahadoor, and for effecting a settlement of the territories of the late Tippoo Sultan, that a separate government shall be established in Mysore, and that His Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor shall possess certain territories, specified in Schedule C annexed to the said Treaty, and that, for the effectual establishment of the government of Mysore, His Highness shall be assisted with a suitable subsidiary force, to be furnished by the English East India Company Bahadoor; wherefore, in order to carry the said stipulations into effect, and to increase and strengthen the friendship subsisting between the said English East India Company and the said Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, this Treaty is concluded by Lieutenant-General George Harris, Commander-in-Chief of the forces of His Britannic Majesty and of the said English East India Company Bahadoor in the Carnatic and on the coast of Malabar, the Honourable Colonel Arthur Wellesley, the Honourable Henry Wellesley, Lieutenant-Colonel William Kirkpatrick, and Lieutenant-Colonel Barry Close, on the part and in the name of the Right Honourable Richard, Earl of Mornington, Governor-General aforesaid, and by His Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, which shall be binding upon the contracting parties as long as the sun and moon shall endure.

ARTICLE 1.

The friends and enemies of either of the contracting parties shall be considered as the friends and enemies of both.

ARTICLE 2.

The Honourable East India Company Bahadoor agrees to maintain, and His Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor agrees to receive, a military force for the defence and security of His Highness's dominions; in consideration of which protection, His Highness engages to pay the annual sum of seven lakhs of star pagodas to the said East India Company, the said sum to be paid in twelve equal monthly instalments, commencing from the 1st of July Anno Domini 1799. And His Highness further agrees that the disposal of the said sum, together with the arrangement and employment of the troops to be maintained by it, shall be entirely left to the Company.

ARTICLE 3.

If it shall be necessary for the protection and defence of the territories of the contracting parties, or of either of them, that hostilities shall be undertaken, or preparations made for commencing hostilities against any State or power, His said Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor agrees to contribute towards the discharge of the increased expense incurred by the augmentation of the military force and the unavoidable charges of war, such a sum as shall appear to the Governor-General in Council of Fort William, on an atten-

tive consideration of the means of His said Highness, to bear a just and reasonable proportion to the actual net revenues of His said Highness.

ARTICLE 4.

And whereas it is indispensably necessary that effectual and lasting security should be provided against any failure in the funds destined to defray either the expenses of the permanent military force in time of peace, or the extraordinary expenses described in the third Article of the present Treaty, it is hereby stipulated and agreed betwen the contracting parties, that whenever the Governor-General in Council of Fort William in Bengal shall have reason to apprehend such failure in the funds so destined, the said Governor-General in Council shall be at liberty, and shall have full power and right either to introduce such regulations and ordinances as he shall deem expedient for the internal management and collection of the revenues, or for the better ordering of any other branch and department of the Government of Mysore, or to assume and bring under the direct management of the servants of the said Company Bahadoor such part or parts of the territorial possessions of His Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, as shall appear to him, the said Governor-General in Council, necessary to render the said funds efficient and available, either in time of peace or war.

ARTICLE 5.

And it is hereby further agreed that whenever the said Governor-General in Council shall signify to the said Maharajah Mysore Kishna Rajah Oodiaver Bahadoor that it is become necessary to carry into effect the provisions of the fourth Article, His said Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor shall immediately issue orders to his aumils or other officers either for carrying into effect the said regulations and ordinances, according to the tenor of the fourth Article, or for placing the territories required under the exclusive authority and control of the English Company Bahadoor. And in case His Highness shall not issue such orders within ten days from the time when the application shall have been formally made to him, then the said Governor-General in Council shall be at liberty to issue orders, by his own authority, either for carrying into effect the said regulations and ordinances, or for assuming the management and collection of the revenues of the said territories, as he shall judge most expedient for the purpose of securing the efficiency of the said military funds and of providing for the effectual protection of the country and the welfare of the people. Provided always, that whenever and so long as any part or parts of His said Highness's territories shall be placed and shall remain under the exclusive authority and control of the said East India Company, the Governor-General in Council shall render to His Highness a true and faithful account of the revenues and produce of the territories so assumed; provided also, that in no case whatever shall His Highness's actual receipt or annual income, arising out of his territorial revenue, be less than the sum of one lakh of Star Pagodas, together with one-fifth of the net revenues of the whole of the territories ceded

to him by the fifth Article of the Treaty of Mysore; which sum of one lakh of Star Pagodas, together with the amount of one-fifth of the said net revenues, the East India Company engages, at all times and in every possible case, to secure and cause to be paid for His Highness's use.

ARTICLE 6.

His Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor engages that he will be guided by a sincere and cordial attention to the relations of peace and amity now established between the English Company Bahadoor and their allies, and that he will carefully abstain from any interference in the affairs of any State in alliance with the said English Company Bahadoor, or of any State whatever. And for securing the object of this stipulation it is further stipulated and agreed that no communication or correspondence with any foreign State whatever shall be holden by His said Highness without the previous knowledge and sanction of the said English Company Bahadoor.

ARTICLE 7.

His Highness stipulates and agrees that he will not admit any European foreigners into his service without the concurrence of the English Company Bahadoor and that he will apprehend and deliver up to the Company's government all Europeans of whatever description who shall be found within the territories of His said Highness without regular passports from the Company's government, it being His Highness's determined resolution not to suffer, even for a day, any European foreigners to remain within the territories now subjected to his authority, unless by consent of the said Company.

ARTICLE 8.

Whereas the complete protection of His Highness's said territories requires that various fortresses and strong places situated within the territories of His Highness should be garrisoned and commanded, as well in time of peace as of war, by British troops and officers, His Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor engages that the said English Company Bahadoor shall at all times be at liberty to garrison, in whatever manner they may judge proper, all such fortresses and strong places within His said Highness's territories as it shall appear to them advisable to take charge of.

ARTICLE 9.

And whereas, in consequence of the system of defence which it may be expedient to adopt for the security of the territorial possessions of His Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, it may be necessary that certain forts and strong places within His Highness's territories should be dismantled or destroyed, and that other forts and strong places should be strengthened and repaired, it is stipulated and agreed that the English East India Company

Bahadoor shall be the sole judges of the necessity of any such alterations in the said fortresses: and it is further agreed that such expenses as may be incurred on this account shall be borne and defrayed in equal proportions by the contracting parties.

ARTICLE 10.

In case it shall become necessary for enforcing and maintaining the authority and government of His Highness in the territories now subjected to his power, that the regular troops of the English East India Company Bahadoor should be employed, it is stipulated and agreed that, upon formal application being made for the service of the said troops, they shall be employed in such manner as to the said Company shall seem fit; but it is expressly understood by the contracting parties that this stipulation shall not subject the troops of the English East India Company Bahadoor to be employed in the ordinary transactions of revenue.

ARTICLE 11.

It being expedient for the restoration and permanent establishment of tranquillity in the territories now subjected to the authority of His Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, that suitable provision should be made for certain officers of rank in the service of the late Tippoo Sultan, His said Highness agrees to enter into the immediate discussion of this point, and to fix the amount of the funds (as soon as the necessary information can be obtained) to be granted for this purpose, in a separate Article, to be hereafter added to this Treaty.

ARTICLE 12.

Lest the garrison of Seringapatam should at any time be subject to inconvenience, from the high price of provisions and other necessaries, His Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor agrees that such quantities of provisions and other necessaries as may be required for the use and consumption of the troops composing the said garrison shall be allowed to enter the place from all and every part of his dominions free of any duty, tax, or impediment whatever.

ARTICLE 13.

The contracting parties hereby agree to take into their early consideration the best means of establishing such a commercial intercourse between their respective dominions as shall be mutually beneficial to the subjects of both Governments, and to conclude a Commercial Trea. , for this purpose with as little delay as poss.ble.

ARTICLE 14.

His Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor hereby promises to pay at all times the utmost attention to such advice as the Company's government shall occasionally judge it necessary to offer to him, with a view to the economy of his finances, the better collection of his revenues, the administration of justice, the extension of commerce, the encouragement of trade, agricul-

ture, and industry, or any other objects connected with the advancement of His Highness's interests, the happiness of his people and the mutual welfare of both States.

ARTICLE 15.

Whereas it may hereafter appear that some of the districts declared by the Treaty of Mysore to belong respectively to the English Company Bahadoor and to His Highness are inconveniently situated, with a view to the proper connection of their respective lines of frontier, it is hereby stipulated between the contracting parties that in all such cases they will proceed to such an adjustment by means of exchanges or otherwise, as shall be best suited to the occasion.

ARTICLE 16.

This Treaty, consisting of 16 Articles, being this day, the 8th of July, Anno Domini 1799 (corresponding to the 3rd of Suffer, Anno Hegiræ 1214 and to the 7th of the month Assar, of the 1721st year of the Saliwund era) settled and concluded at the fort of Nazzerbah, near Seringapatam, by his Excellency Lieutenant-General George Harris, Commander-in-Chief of the Forces of His Britannic Majesty, and of the Honourable English East India Company Bahadoor in the Carnatic and on the coast of Malabar, the Honourable Colonel Arthur Wellesley, the Honourable Henry Wellesley, Lieutenant-Colonel William Kirkpatrick, and Lieutenant-Colonel Barry Close, with the Maharajah Mysore Kishna Rajah Oodiaver Bahadoor; the aforesaid gentlemen have delivered to the said Maharajah one copy of the same, in English and Persian, sealed and signed by them, and His Highness Maharajah has delivered to the gentlemen aforesaid another copy, also in Persian and English, bearing his seal, and signed by Luchuma, widow of the late Kishna Rajah, and sealed and signed by Purnia, Dewan to the Maharajah Kishna Rajah Oodiaver. And the aforesaid gentlemen have engaged to procure and to deliver to the said Maharajah without delay a copy of the same, under the seal and signature of the Right Honourable the Governor-General, on the receipt of which by the said Maharajah the present Treaty shall be deemed complete and binding on the Honourable the English East India Company and on the Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, and the copy of it now delivered to the said Maharajah shall be returned.

Witnessed,
EDWARD GOLDING,
Asst. Secy.

Seal of the MAHARAJAH
and the
RANEE'S Signature.

Seal and signature
of PURNIA.

No. X

SUPPLEMENTARY TREATY with the RAJAH OF MYSORE, 1803, with reference to the fifteenth ARTICLE of the TREATY of MYSORE, concluded in 1799—1803.

SUPPLEMENTARY TREATY for adjusting an EXCHANGE of certain DISTRICTS between the ENGLISH EAST INDIA COMPANY BAHADOOR and HIS HIGHNESS MAHARAJAH MYSORE KISHNA RAJAH OODIAVER BAHADOOR, RAJAH of MYSORE.

Whereas it is provided by the fifteenth Article of the Treaty of Mysore that if occasion should require certain interchange of territory should be made between the Honourable Company and His Highness; and whereas it has now become expedient, upon the principle of mutual convenience, that certain districts belonging to the said English East India Company Bahadoor should be exchanged for other districts of equal value belonging to the said Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, Rajah of Mysore: wherefore a supplementary Treaty, for the adjustment of the interchange of the said districts, is now concluded on the one part by Josiah Webbe, Esq., in the name and on behalf of the Most Noble Richard, Marquis Wellesley, K.P., Governor-General for all affairs, civil and military, of the British nation in India, by virtue of full powers vested in him for this purpose by the said Richard, Marquis Wellesley, Governor-General, and on the other part by Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, Rajah of Mysore, in his own behalf.

ARTICLE 1.

It is agreed and stipulated that the following interchange of districts shall take place between the contracting parties, *viz.*, that the districts belonging to Maharajah Mysore Kishna Rajah Oodiaver Bahadoor contained in Schedule A hereunto annexed, shall be ceded to the English East India Company Bahadoor who, in lieu thereof, shall cede to the said Maharajah Bahadoor the districts contained in Schedule B hereunto annexed.

This supplementary Treaty, consisting of one Article, with two Schedules annexed, having been settled and concluded on this 29th day of December Anno Domini 1803, corresponding to the 14th day of Ruzan Anno Hegiræ 1218, and to the 16th day of the month of Poosheam. of the year 1725 of the Solerandan era, at Hurryghur by Josiah Webbe, Esq., with the Maharajah Oodiaver Bahadoor, Mr. Webbe has accordingly delivered one copy of the same, in Persian and English, signed and sealed by him, to His Highness the Maharajah, who has likewise delivered to Mr. Webbe another copy, in Persian and English, bearing His Highness's seal, and signed by Luchuma, widow of the late Kishna Rajah, and sealed and signed by Purnia, Dewan to His Highness Maharajah Oodiaver Bahadoor; and Mr. Webbe has engaged to procure and deliver to the said Maharajah without delay a copy of the same, under the seal and signature of the Most Noble the Governor-General, on the receipt of which by the said Maharajah the present supplementary Treaty shall be deemed complete and binding

on the Honourable East India Company and on the Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, and the copy of it now delivered to the said Maharajah shall be returned.

Signed in the Gentoo language.

SCHEDULE A.

Districts to be ceded by His Highness the Rajah of Mysore to the Honourable Company.

Woodunpatore;	5,840	1	4
Era Sawer Seemy;	1,300	0	0
Two-thirds of Punganoor.	10,000	0	0
Wynaad	10,000	0	0
Hulhul	2,400	0	0
Part of Goodicotta	4,907	12	8
C. Pagodas	34,447	13	12

SCHEDULE B.

Districts to be ceded by the Honourable Company to His Highness the Rajah of Mysore.

Hoolulkura;	11,425	4	8
Mycondah	12,226	9	4
Hurryghur	10,796	0	0
C. Pagodas	34,447	13	12

No. XI.

1807.

ARTICLES explanatory of the THIRD ARTICLE of the TREATY OF MYSORE, concluded in 1799.

ADDITIONAL ARTICLES for modifying and defining the PROVISIONS of the THIRD ARTICLE of the TREATY of MYSORE, settled and concluded between the ENGLISH EAST INDIA COMPANY BAHADOOR and MAHARAJAH MYSORE KISHNA RAJAH OODIAVER BAHADOOR, RAJAH of MYSORE.

Whereas it is stipulated by the third Article of the Treaty of Mysore that in the event of hostilities, or of preparations for hostilities against any State or power, Maharajah Mysore Kishna Rajah Oodiaver Bahadoor shall contribute towards the discharge of the increased expenses thereby incurred a sum to be eventually

determined by the Governor-General in Council of Fort William; and whereas it has appeared expedient to the contracting parties that the provisions of the said Article should now be rendered specific, and that the said indefinite contributions in war should be commuted for the fixed maintenance of a certain body of horse in peace and war; wherefore these additional Articles, for modifying and defining the provisions of the third Article of the said Treaty are now concluded on the one part by Major Mark Wilks in the name and on behalf of the Honourable Sir George Hilaro Barlow, Baronet, Governor-General for all affairs, civil and military, of the British nation in India, by virtue of full powers vested in him for the purpose by the said Sir George Hilaro Barlow, Baronet, Governor-General, and on the other part by Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, Rajah of Mysore, in his own behalf.

ARTICLE 1.

It is agreed and stipulated that His Highness Maharajah Mysore Kishna Rajah Oodiaver shall be relieved from the pecuniary contribution to which he was liable by the provisions of the third Article of the Treaty of Mysore; in consideration whereof, His Highness engages to maintain at all times, fit for service and subject to muster a body of (4,000) four thousand effective horse, of which number about (500) five hundred shall be Bargeers, and the rest Silladar horse.

ARTICLE 2.

Such portion of the said body of (4,000) four thousand horse as in the opinion of the British Government shall not be necessary for the internal protection of the country of Mysore, shall be at all times ready to accompany and serve with the Honourable Company's army; and while employed beyond the territory of Mysore the extra expenses of their maintenance, or batta, at the rate of (4) four Star Pagodas per month for each effective man and horse, after the expiration of one month from the date of their crossing the frontier, shall be regularly paid by the Honourable Company. The extra expense of any casual service beyond the frontier, not exceeding in duration the period of one month, shall be borne by the Government of Mysore

ARTICLE 3.

If it should at any time be found expedient to augment the cavalry of Mysore beyond the number of (4,000) four thousand, on intimation to that effect from the British Government, His Highness the Rajah shall use his utmost endeavours for that purpose; but the whole expense of such augmentation, and of the maintenance of the additional numbers, at the rate of (8) eight Star Pagodas for each effective man and horse, while within the territory of Mysore, and of an additional sum, or batta, at the rate of (4) four Star Pagodas a month after the expiration of one month from the period of their passing the frontier of Mysore, as described in the second Article, shall be defrayed by the Honourable Company.

ARTICLE 4.

Whereas, in confirmity to the wish of the Governor-General, a body of (4,000) four thousand horse and upwards has been provisionally maintained by His Highness the Rajah, from the period of the conclusion of war in the Deccan until this time, it is hereby declared that His Highness has fully and faithfully performed the obligations of the third Article of the Treaty of Mysore until this day, and is hereby absolved from all retrospective claims on that account.

These four additional Articles, which like the original Treaty of Mysore, shall be binding on the contracting parties as long as the sun and moon shall endure, having been settled and concluded on this 29th day of January Anno Domini 1807, corresponding to the 19th of Zilcaad, Anno Hegiræ 1221, and to the 21st day of the month of Pooshe, of the year 1728 of the Shalwan era, at Mysore, by Major Mark Wilks with the Maharajah Kishna Rajah Oodiaver Bahadoor, Major Wilks has accordingly delivered one copy of the same, in Persian and English, signed and sealed by him, to His Highness the Maharajah, who has likewise delivered to Major Wilks another copy, in Persian and English, bearing His Highness's seal and signature, and signed by Luchuma, widow of the late Kishna Rajah, and sealed and signed by Purnia, Dewan to His Highness Maharajah Oodiaver Bahadoor; and Major Wilks has engaged to procure and deliver to the said Maharajah without delay a copy of the same, under the seal and signature of the Honourable the Governor-General, on the receipt of which by the Maharajah the present additional Articles shall be deemed complete and binding on the Honourable East India Company and on the Maharajah Mysore Kishna Rajah Oodiaver Bahadoor and the copy now delivered to the said Maharajah shall be returned.

No. XII.

PROCLAMATION.

Dated the 30th March 1868.

His Excellency the Right Hon'ble the Viceroy and Governor-General in Council announces to the Chiefs and people of Mysore the death of His Highness the Maharajah Krisnaraj Wodiar Bahadoor, Knight Grand Commander of the Most Exalted Order of the Star of India. This event is regarded with sorrow by the Government of India, with which the late Maharajah had preserved relations of friendship for more than half a century.

His Highness Chamrajendra Wodiar Bahadoor, at present a minor, the adopted son of the late Maharajah, is acknowledged by the Government of India as his successor and as Maharajah of the Mysore Territories.

During the minority of His Highness, the said territories will be administered in His Highness's name by the British Government, and will be governed on the same principles and under the same regulations as heretofore.

In the event of a failure of lineal descendants, by blood and adoption, of the said Maharaja Chamrajendra Wadiar Bahadur, it shall be within the discretion of the Governor-General in Council to select as a successor any member of any collateral branch of the family whom he thinks fit.

4. The Maharaja Chamrajendra Wadiar Bahadur and his successors (hereinafter called the Maharaja of Mysore) shall at all times remain faithful in allegiance and subordination to Her Majesty the Queen of Great Britain and Ireland and Empress of India, Her Heirs, and Successors, and perform all the duties which in virtue of such allegiance and subordination may be demanded of them.

5. The British Government having undertaken to defend and protect the said territories against all external enemies, and to relieve the Maharaja of Mysore of the obligation to keep troops ready to serve with the British army when required, there shall, in consideration of such undertaking, be paid from the revenues of the said territories to the British Government an annual sum of Government Rupees thirty-five lakhs in two half-yearly instalments, commencing from the said twenty-fifth day of March 1881.

6. From the date of the Maharaja's taking possession of the territories of Mysore, the British sovereignty in the island of Seringapatam shall cease and determine, and the said island shall become part of the said territories, and be held by the Maharaja upon the same conditions as those subject to which he holds the rest of the said territories.

7. The Maharaja of Mysore shall not, without the previous sanction of the Governor-General in Council, build any new fortresses or strongholds, or repair the defences of any existing fortresses or strongholds in the said territories.

8. The Maharaja of Mysore shall not, without the permission of the Governor-General in Council, import, or permit to be imported, into the said territories arms, ammunition or military stores, and shall prohibit the manufacture of arms, ammunition and military stores throughout the said territories, or at any specified place therein, whenever required by the Governor-General in Council to do so.

9. The Maharaja of Mysore shall not object to the maintenance or establishment of British cantonments in the said territories whenever and wherever the Governor-General in Council may consider such cantonments necessary. He shall grant free of all charge such land as may be required for such cantonments, and shall renounce all jurisdiction within the lands so granted. He shall carry out in the lands adjoining British cantonments in the said territories such sanitary measures as the Governor-General in Council may declare to be necessary. He shall give every facility for the provision of supplies and articles required for the troops in such cantonments, and on goods imported or purchased for that purpose no duties or taxes of any kind shall be levied without the assent of the British Government.

10. The military force employed in the Mysore State for the maintenance of internal order and the Maharaja's personal dignity, and for any other purposes approved by the Governor-General in Council, shall not exceed the strength which the Governor-General in Council may, from time to time, fix. The directions

of the Governor-General in Council in respect to the enlistment, organisation, equipment and drill of troops shall at all times be complied with.

11. The Maharaja of Mysore shall abstain from interference in the affairs of any other State or Power, and shall have no communication or correspondence with any other State or Power, or the Agents or Officers of any other State or Power, except with the previous sanction and through the medium of the Governor-General in Council.

12. The Maharaja of Mysore shall not employ in his service any person not a native of India without the previous sanction of the Governor-General in Council, and shall, on being so required by the Governor-General in Council, dismiss from his service any person so employed.

13. The coins of the Government of India shall be a legal tender in the said territories in the cases in which payment made in such coins would, under the law for the time being in force, be a legal tender in British India; and all laws and rules for the time being applicable to coins current in British India shall apply to coins current in the said territories. The separate coinage of the Mysore State, which has long been discontinued, shall not be revived.

14. The Maharaja of Mysore shall grant free of all charge such land as may be required for the construction and working of lines of telegraph in the said territories wherever the Governor-General in Council may require such land, and shall do his utmost to facilitate the construction and working of such lines. All lines of telegraph in the said territories, whether constructed and maintained at the expense of the British Government, or out of the revenues of the said territories, shall form part of the British telegraph system and shall, save in cases to be specially excepted, by agreement between the British Government and the Maharaja of Mysore, be worked by the British Telegraph Department; and all laws and rules for the time being in force in British India in respect to telegraphs shall apply to such lines of telegraph when so worked.

15. If the British Government at any time desires to construct or work, by itself or otherwise, a railway in the said territories, the Maharaja of Mysore shall grant free of all charge such lands as may be required for that purpose, and shall transfer to the Governor-General in Council plenary jurisdiction within such land; and no duty or tax whatever shall be levied on through traffic carried by such railway which may not break bulk in the said territories.

16. The Maharaja of Mysore shall cause to be arrested and surrendered to the proper officers of the British Government any person within the said territories accused of having committed an offence in British India, for whose arrest and surrender a demand may be made by the British Resident in Mysore, or some other officer authorised by him in this behalf; and he shall afford every assistance for the trial of such persons by causing the attendance of witnesses required, and by such other means as may be necessary.

17. Plenary criminal jurisdiction over European British subjects in the said territories shall continue to be vested in the Governor-General in Council, and the Maharaja of Mysore shall exercise only such jurisdiction in respect to Euro-

pean British subjects as may from time to time be delegated to him by the Governor-General in Council.

18. The Maharaja of Mysore shall comply with the wishes of the Governor-General in Council in the matter of prohibiting or limiting the manufacture of salt and opium, and the cultivation of poppy, in Mysore; also in the matter of giving effect to all such regulations as may be considered proper in respect to the export and import of salt, opium and poppy-heads.

19. All laws in force and rules having the force of law in the said territories when the Maharaja Chamrajendra Wadiar Bahadur is placed in possession thereof, as shown in the Schedule* hereto annexed, shall be maintained and efficiently administered, and, except with the previous consent of the Governor-General in Council, the Maharaja of Mysore shall not repeal or modify such laws, or pass any laws or rules inconsistent therewith.

20. No material change in the system of administration, as established when the Maharaja Chamrajendra Wadiar Bahadur is placed in possession of the territories, shall be made without the consent of the Governor-General in Council.

21. All title-deeds granted and all settlements of land-revenue made during the administration of the said territories by the British Government, and in force on the said twenty-fifth day of March 1881, shall be maintained in accordance with the respective terms thereof, except in so far as they may be rescinded or modified either by a competent Court of law, or with the consent of the Governor-General in Council.

22. The Maharaja of Mysore shall at all times conform to such advice as the Governor-General in Council may offer him with a view to the management of his finances, the settlement and collection of his revenues, the imposition of taxes, the administration of justice, the extension of commerce, the encouragement of trade, agriculture and industry, and any other objects connected with the advancement of His Highness's interests, the happiness of his subjects, and his relations to the British Government.

23. In the event of the breach or non-observance by the Maharaja of Mysore of any of the foregoing conditions, the Governor-General in Council may resume possession of the said territories and assume the direct administration thereof, or make such other arrangements as he may think necessary to provide adequately for the good government of the people of Mysore, or for the security of British rights and interests within the province.

24. This document shall supersede all other documents by which the position of the British Government with reference to the said territories has been formally recorded. And if any question arise as to whether any of the above conditions has been faithfully performed, or as to whether any person is entitled to succeed or is fit to succeed, to the administration of the said territories, the decision thereon of the Governor-General in Council shall be final.

FORT WILLIAM, RIPON.
The 1st March 1881.

* Not reproduced.

No. XIV.

PROCLAMATION on the installation of CHAMRAJENDRA WADIAR BAHADUR as MAHARAJAH of MYSORE, dated the 25th March 1881.

Whereas in the year 1868 the Viceroy and Governor-General of India in Council announced by proclamation to the Chiefs and people in Mysore that His Highness Chamrajendra Wodiar Bahadur, the adopted son of the late Maharajah Kristna Raj Wodiar Bahadur, had been acknowledged by the Government of India as successor to Maharaja Kristna Raj Wodiar and as Maharaja of the Mysore territories; and declared that when His Highness should attain the age of 18 years, the government of the country would be entrusted to him, subject to such conditions as might be determined at the time:

Now, therefore, His Excellency the Viceroy and Governor-General of India in Council announces to the Chiefs and people of Mysore, by command of Her Majesty the Queen of Great Britain and Ireland and Empress of India, that His Highness Chamrajendra Wodiar Bahadur is hereby placed in possession of the territories of Mysore, and invested with the administration of the Mysore State.

And His Excellency the Viceroy and Governor-General in Council declares further to the Chiefs and people of Mysore that the administration of the aforesaid territories by the British Government has on this day ceased and determined.

No. XV.

MEMORANDUM of the ASSIGNMENT of LANDS for the BANGALORE CANTONMENT —1881.

Under the 9th Article of the Instrument of Transfer of the Mysore State to His Highness the Maharaja of Mysore, the Maharaja hereby assigns (with effect from the date of his accession, *viz.*, 25th March 1881), free of charge, to the exclusive management of the British Government, for the purposes stated in the aforesaid article, all lands situated within the limits specified and described in the schedule and map* hereto annexed, and forming the Civil and Military Station of Bangalore. And the Maharaja of Mysore hereby renounces the exercise of all jurisdiction in the lands so assigned. Given under our hand and seal at Ootacamund this fifth day of April 1881.

CHAMRAJENDRA WADIAR,

Maharaja of Mysore.

* Not reproduced.

No. XVI.

HYPOTHECATION of the MYSORE STATE RAILWAY to the SOUTHERN MAHARATTA RAILWAY COMPANY, LIMITED—1887.

THIS INDENTURE made the 31st day of August 1887 between the SECRETARY of STATE in COUNCIL of INDIA (hereinafter called the SECRETARY of STATE) of the one part and the SOUTHERN MAHARATTA RAILWAY COMPANY, LIMITED (hereinafter called the COMPANY) of the other part.

Whereas by several Indentures dated respectively the 1st day of June 1882 the 28th day of October 1885 and the 31st day of August 1887 and made between the Secretary of State of the one part and the Company of the other part the Company contracted with the Secretary of State for the construction maintenance and working by the Company of certain lines of railway and for the maintenance and working of other lines of railway in the said Indentures respectively mentioned upon the terms and conditions and with and subject to the powers and provisions in the said Indentures contained and the said lines of railway have in part been completed and opened for traffic.

And whereas in pursuance of an arrangement between the Secretary of State and the Maharaja of the Native State of Mysore and for the purposes of this Contract the Maharaja transferred as from the 30th June 1886 to the Secretary of State a railway which has been constructed and opened for traffic between the City of Mysore and Gubbi in the said State with the stations and works and the rolling stock plant machinery and stores belonging thereto and also all the land required for the construction of an extension of the said railway to form a junction with the Southern Maharatta Railway near Hurihur so far as the same lies within the said State of Mysore to the intent that the said extension may be constructed and the said railway and (when completed) the extension thereof may be maintained and worked by the Secretary of State or his nominees and under the said arrangement a sum of Rupees 68,60,146 (subject to verification) has been spent up to the date of transfer and has become payable to the Maharaja as the consideration for the said transfer.

And whereas it is estimated that the cost of the said extension of the last-mentioned railway will not exceed (together with the amount so as aforesaid payable to the Maharaja) a sum equivalent to the sum of £1,224,000.

And whereas it has been agreed between the Secretary of State and the Company that the Company shall construct the said extension of the last-mentioned railway and shall maintain and work the same railway and also the said extension thereof when completed upon the terms and conditions hereinafter expressed and as an entirely separate and distinct undertaking from the railways mentioned in the said Indentures of the 1st day of June 1882 the 28th day of October 1885 and the 31st day of August 1887.

And whereas the Company have with the sanction of the Secretary of State issued debenture stock on the 1st day of March 1886 for the nominal amount of £1,200,000 not redeemable before the 1st day of March 1936 but redeemable after that date at par upon one year's previous notice being given in the *London Gazette*

by the Secretary of State and carrying interest at the rate of 4 per cent. per annum payable on the 1st day of April and the 1st day of October in each year.

And whereas the said debenture stock was issued at a premium of £2 for every £100 and the Company have received in respect of the said debenture stock the sum of £1,224,000 and have paid the same into the Bank of England to the credit of the Secretary of State.

And whereas in addition to the sum of Rs. 68,60,508 (subject to verification as aforesaid) capital outlay on the undertaking up to the 30th June 1886 payable by the Secretary of State to the Maharaja of Mysore at the consideration for the said transfer divers other sums may have been expended by or on behalf of the Secretary of State in respect of the railway so transferred which are properly chargeable to Capital.

Now this Indenture witnesseth and it is hereby agreed and declared as follows :—

1. In this contract—

The expression "the original Contract" means the Contract subsisting between the Secretary of State and the Company under or by virtue of the hereinbefore mentioned indentures of the 1st day of June 1882 the 28th day of October 1885 and the 31st day of August 1887.

The expression "the original railways" means the several lines of railway which by the original Contract the Company agreed to construct maintain and work or to maintain and work.

The expression "the Mysore Railway" means the line of railway from Mysore to Gubbi.

The expression "the projected railway" means the line of railway which it is agreed to construct under the 7th section of this Contract.

The expression "the undertaking" means Mysore Railway and the projected railway with any improvements alterations and additions of whatever description which may from time to time be made in or to the same railways or either of them by or with the sanction of the Secretary of State but with the exception of the telegraphs and telegraphic appliances used or to be used thereon.

The expression "the prescribed rate of exchange" means the rate of exchange at which for the purposes of this Contract sterling money (whether Capital or Revenue) is to be converted into rupees and shall be the average rate of exchange obtained by the Secretary of State for bills payable on demand drawn on India during the half year ended the 30th June or 30th December as the case may be immediately preceding that in which the conversion is from time to time to be effected or is to be deemed to be effected or if the Secretary of State shall not have drawn bills on India for so much as three months out of the half year as aforesaid immediately preceding then at the average rate obtained during the half year as aforesaid immediately preceding that in which the conversion is to be effected or is to be deemed to be

effected for the best commercial bills drawn in London on India such average rate to be decided by the Comptroller-General at Calcutta.

The expression "Debenture Stock" includes Debenture Bonds.

DURATION OF CONTRACT.

2. This Contract shall continue in force for a term of years commencing on the 30th day of June 1886, and terminating on the 30th day of June 1932 subject to the provisions hereinafter contained for determining the same.

AS TO HANDING THE MYSORE RAILWAY OVER TO THE COMPANY AND MATTERS CONNECTED THEREWITH.

3. The Secretary of State having handed over to the Company as from the 30th day of June 1886 for the purposes of this Contract the Mysore Railway together with all works connected therewith then completed or in progress and the land on which the said railway and works are constructed or are in course of construction and the rolling stock plant and machinery then used thereon or appropriated or in course of construction therefor together with copies of all plans specifications and working drawings in the possession of the Secretary of State of the said works and rolling stock and other equipments of the railway but with the exception of the telegraphs and all telegraphic appliances belonging to the said railway shall subject to the provisions as to relinquishment of land contained in the 11th section of this Contract during the continuance of this Contract and for the purposes thereof allow the Company to retain and have possession of the railway works land and premises so to be handed over as aforesaid.

4. As from the 30th day of June 1886 the Secretary of State has delivered to the Company and the Company has accepted for the purposes of this Contract all stores belonging to the Mysore Railway that were in hand or in course of delivery on the said 30th day of June 1886.

5. An inventory of the railway rolling stock plant and machinery so handed over as aforesaid as on the 30th day of June 1886 shall be made and signed on behalf of the Secretary of State and the Company.

6. The Mysore Railway and (after the same shall have been constructed) the extension thereof hereinafter agreed to be made shall be called "The Mysore State Railway."

CONSTRUCTION OF THE PROJECTED RAILWAY.

7. The Company shall with due diligence and expedition and in accordance in all respects with the directions of the Secretary of State construct on a route to be selected and determined by the Secretary of State and on land to be provided by him as hereinafter stipulated in extension and as part of the Mysore Railway a line of railway from the terminus at Gubbi of the Mysore Railway to a junction with the Southern Maharatta Railway near Hurihur with all such stations station yards offices warehouses houses for employés machinery conveniences and works as in the opinion of the Secretary of State shall be necessary or pro-

per for the purposes of the said line of railway either as regards the due working of the same or as regards the permanence of the same and the protection of the same from destruction or injury by inundation tempest or otherwise. The railway to be constructed by the Company under this section shall be of the metre gauge and shall in general structural character conform in all respects with the now established standard of railways in India on that gauge. Designs and estimates in relation to the construction or execution of the said railway and of all or any of the stations and other works to be constructed and executed under this section shall if required be furnished by the Company to the Secretary of State and be subjected to his approval or the Secretary of State may furnish designs to the Company and the Company shall in that case be bound to follow them.

NOTIFICATION TO COMPANY OF ROUTE OF PROJECTED RAILWAY.

8. The Secretary of State shall from time to time notify to the Company the route of the projected railway as far as such route shall from time to time have been determined by him.

SITUATION OF STATIONS &C. ON PROJECTED RAILWAY.

9. The Secretary of State shall have power to determine the situation and dimensions of all station yards offices warehouses houses for employés conveniences and works to be constructed in connection with or as part of the projected railway.

AS TO CERTAIN EXISTING SURVEYS.

10. The Secretary of State will allow the Company to have the benefit of all surveys plans and works if any with the view of facilitating and expediting the construction of the projected railway or any part or parts thereof but the Company shall discharge all the now existing obligations and liabilities of the Secretary of State under contracts for the execution of works relating to the construction of the projected railway or any part or parts thereof.

LAND &C. FOR THE UNDERTAKING.

11. The Secretary of State on behalf of the Maharaja of Mysore shall from time to time provide the land which he shall consider requisite for the construction of the projected railway and for the stations station yards offices warehouses houses for employés conveniences and works necessary or proper for the purposes of the same railway and shall allow the Company to have possession of the land so provided. The Company shall from time to time with the sanction of the Secretary of State as soon as practicable go out of possession of and relinquish to the Secretary of State such of the land of which the Company shall have been allowed possession under this section or under any other provision of this Contract as shall for the time being have become unnecessary to be retained in possession of the Company for any of the purposes of this Contract and as often as in the opinion of the Secretary of State it shall appear to be unnecessary that the Com-

pany shall retain possession of any particular land of which the Company shall have been allowed possession under this section or of which possession shall have been allowed or delivered to the Company under any other provision in this Contract the Secretary of State shall certify such his opinion to the Company. Upon receipt of such certificate or so soon thereafter as may be the Company shall state in writing whether it acquiesces in the opinion of the Secretary of State or whether it objects thereto and if so the grounds of its objection. If no objection is stated by the Company or if the grounds of its objection (if any) are not in the opinion of the Secretary of State sufficient the Company shall upon the requisition of the Secretary of State go out of possession of the land in question and the Secretary of State on behalf of the Maharaja of Mysore shall be exclusively entitled to possession thereof.

EQUIPMENT OF THE PROJECTED RAILWAY WITH ROLLING STOCK.

12. The Company shall with all due speed equip the projected railway and every part thereof as the same shall from time to time be constructed with rolling stock plant and machinery to the satisfaction of the Secretary of State and if the Secretary of State shall be of opinion that the Company shall at any time have failed duly to perform its obligations under this section he may himself from time to time equip or complete the equipment of the projected railway or any part thereof with the particulars or any of the particulars specified in this section.

OPENING THE PROJECTED RAILWAY FOR PUBLIC TRAFFIC.

13. The Company shall from time to time when and as often as an inspecting officer acting on behalf of the Secretary of State shall have certified that any part of the projected railway is fit for the conveyance of passengers and goods and properly equipped with rolling stock plant and machinery forthwith open the same part for public traffic.

AS TO TELEGRAPHS ON THE UNDERTAKING.

14. In addition to the electric telegraphs already established along or upon the Mysore Railway the Secretary of State may from time to time establish such electric telegraphs as he shall think fit along or upon that railway or the projected railway or any part or parts thereof or any land or works belonging thereto and may maintain and work the electric telegraphs already established or to be established as aforesaid as he shall think fit and it shall be lawful for him for such purposes or any of them (in addition to the general powers which it is hereby declared that he shall at all time have of entering by agents or otherwise upon all or any land of which he shal: pursuant to this Contract have allowed the Company to have possession) to enter at all times by his agents workmen or others on any part or parts of the Mysore Railway or the projected railway or the lands or works belonging thereto and to erect place maintain make do and execute thereon all such buildings machinery works appliances acts and things as the Secretary of State shall consider necessary or proper in relation to the construction main-

tenance use and working of the said electric telegraphs. The Secretary of State shall be exclusively entitled to the possession of all buildings machinery works and appliances already erected or brought or hereafter to be erected or brought on either of the said railways or on any land or works belonging thereto for or in connection with electric telegraphs. The Company shall at all times furnish the Secretary of State with such free passes over the said railways or any parts thereof as he shall require for persons employed by him in or about or in connection with the construction maintenance working or inspection of the electric telegraphs mentioned in this section or any buildings machinery works or appliances appertaining thereto.

15. The Secretary of State shall from time to time allow the Company to have the exclusive use of any such electric telegraphs and telegraphic appliances as he shall from time to time consider proper to be used by the Company for the purpose of safely or efficiently working the undertaking or any part or parts thereof. The Secretary of State shall maintain and keep in good repair and in good working condition the electric telegraphs and telegraphic appliances of which the Company shall for the time being be allowed to have use.

16. The Company shall from time to time upon demand by or on behalf of the Secretary of State pay into such Government Treasury in India as shall from time to time be appointed for the purpose by the Secretary of State the amount which the Secretary of State shall from time to time require the Company to pay in respect of the charges made from time to time by the Telegraph Department of Her Majesty's Indian Government for rent maintenance and inspection of the electric telegraphs and telegraphic appliances of which the Secretary of State shall from time to time under the last preceding section have allowed to the Company the exclusive use such charges not to be in excess of similar charges for the time being in force in the case of State Railway telegraphs.

17. The Company if so directed by the Secretary of State shall in relation to any electric telegraphs or telegraphic appliances of which under the 15th section of this Contract it shall for the time being be allowed to have the use observe the rules applicable to telegraphs and telegraphic appliances which shall for the time being be in force in the case of State Railway telegraphs or such of the said rules as the Secretary of State may from time to time prescribe to be observed by the Company and the Company if so directed by the Secretary of State shall account in such manner as shall be prescribed by the rules which shall for the time being be in force in relation to State Railway telegraphs or as the Secretary of State shall require for the receipts derived from the working of telegraphs and telegraphic appliances.

AS TO THE MAINTENANCE AND MANAGEMENT OF THE UNDERTAKING.

18. The Company shall keep the undertaking and the stations and works belonging thereto in good repair. And shall also keep so much of the undertaking as for the time being shall have been opened for public traffic and the stations and works belonging to the part which for the time being shall have been so opened in good working condition and fully supplied with rolling-stock plant machinery

and stores to the satisfaction of the Secretary of State and whenever the Secretary of State shall be of the opinion that the Company is in any default as to any of the matters before mentioned in this section he may in writing notify the fact to the Company specifying in such writing the general nature of the defect and unless the defect be remedied by the Company within one calendar month after the notification thereof by him to the Company may himself remedy it. So far as is practicable and so far as the Secretary of State shall require the rolling-stock plant and machinery and the stores provided for the purposes of the undertaking shall be kept separate and distinct from the rolling-stock plant machinery and stores provided for the purposes of the original railways.

19. The Company shall keep the rolling-stock machinery and plant for the time being belonging to the undertaking and to every part thereof in good repair and in good working condition to the satisfaction of the Secretary of State and whenever the Secretary of State shall be of opinion that the Company is in default as to any matter before provided for in this section he may himself remedy the defect.

20. The Company shall take into its employment all such members of the staff now employed upon or in connection with the Mysore Railway as may be required for the working of that railway or the construction or working of the projected railway upon terms as to salary and otherwise the same as those upon which they are now employed and shall at all times during the continuance of this Contract maintain a sufficient staff to the satisfaction of the Secretary of State for the purposes of so much of the undertaking as shall for the time have been opened for public traffic.

21. The Secretary of State may from time to time by notice in writing require the Company to carry out any alteration improvement or addition that may in his opinion be necessary for the safety of passengers or of the public or for the effectual working of the undertaking to be made in or to any part of the undertaking or any of the stations or works belonging thereto. Such notice shall specify the alteration improvement or addition required and shall also in general terms describe the works to be executed for the purposes of effecting the same. On receiving any such notice the Company shall with all reasonable speed execute the works described therein the Secretary of State providing any land that may be requisite for the purposes of such works. If in any case the Company shall neglect to proceed with the works prescribed in any such notice as specified in this section or fail to complete the same to the satisfaction of the Secretary of State the Secretary of State may execute the works in respect of which the Company is in default. The Secretary of State and the Company respectively shall as to any works executed under this section either by the Company or the Secretary of State and the land appropriated thereto be as nearly as may be but subject and without prejudice to the subsequent provisions of this Contract in the like relative positions as if the works had been works constructed under the 7th section of this Contract and the land had been land provided under the 11th section of this Contract.

As to dangerous rolling-stock.

22. The Secretary of State may from time to time prohibit the Company from using any engine carriage wagon vehicle machine or appliance of any description whatsoever of which the use shall be declared by a duly authorised inspecting officer acting on behalf of the Secretary of State to be attended with danger to passengers or to the public and the Secretary of State may by taking into his custody such engine carriage wagon vehicle machine or appliance or by such other means as he shall think fit to employ prevent the Company from using the same.

Police.

23. The Secretary of State shall make the necessary arrangements with the Mysore Government or otherwise for providing and maintaining for the purposes of so much of the undertaking as shall for the time being have been opened for public traffic such a force of police as the Company with the approval of the Secretary of State shall from time to time require and the Secretary of State may in his discretion from time to time make arrangements for detailing providing and maintaining in relation to so much of the undertaking as shall for the time being have been opened for public traffic any force of police (either in addition to any then existing force or otherwise) which he may deem requisite for the preservation of law and order. Seven equal tenth parts of the cost of providing and maintaining the aggregate force of police from time to time employed under this section in relation to the undertaking (or any part or parts thereof) shall be borne by the Company.

24. If the Company shall desire to have police protection for any part or parts of the undertaking which may for the time being be under construction or not open for public traffic the Secretary of State will from time to time (but at the sole cost of the Company) make arrangements for providing and maintaining for the purpose a police force of such strength as shall from time to time be agreed upon in that behalf between himself and the Company.

25. The cost of providing and maintaining any force of police from time to time provided and maintained under either of the two last preceding sections in relation to the undertaking or any part or parts thereof shall be taken to be as from time to time stated by the Secretary of State.

As to working the undertaking fares &c.

26. The Company shall during the continuance of this Contract keep so much of the undertaking as for the time being shall have been opened for public traffic so opened and work the same and carry on thereon the business of carriers of passengers and goods in accordance with the provisions of the law of British India for the time being.

27. The Company shall during the continuance of this Contract cause to be run upon the Mysore Railway and upon such part of the projected railway as for the time being shall have been opened for public traffic so many trains at such times at such rates of speed between such places and with such conveniences and accommodations as the Secretary of State shall from time to time require.

28. The Company shall from time to time upon the requisition of the Secretary of State effect any alteration or improvement in the working of the undertaking or any part thereof that may in the opinion of the Secretary of State be necessary for the safety of passengers or of the public or for the effectual working of the undertaking or any part thereof.

29. The Company shall charge such rates and fares for the carriage of goods and passengers as may from time to time be fixed by the Company with the approval of the Secretary of State. Provided that the Secretary of State may require the charges for the conveyance of salt and coal and food grains to be reduced to any rate not below one-fifth of a pie per maund per mile for full wagon loads and may also require passengers to be conveyed at any rate not below two pies per mile in closed carriages provided with seats.

30. The Company shall not as between members of the public make or give any undue or unreasonable preference or advantage to or in favor of any particular person or company or any particular description of traffic or subject any particular person or Company to any undue or unreasonable prejudice or disadvantage. The Secretary of State shall have absolute power for the purposes of this section to decide whether any preference advantage prejudice or disadvantage is undue or unreasonable.

AS TO SERVICES RENDERED TO SECRETARY OF STATE ON THE UNDERTAKING.

31. All services which the Secretary of State shall require the Company to perform for any department of the Government of Mysore and for any department of Her Majesty's Indian Government whether postal military police or otherwise or for high officials of such Governments respectively (including in such services the conveyance of mails as defined by the Post Office Act or Acts for time being in force in British India the conveyance of the Post Office servants when on duty the conveyance of troops and sailors military and naval establishments horses and other animal used for military purposes guns military stores and equipments the conveyance of police prisoners and paupers the conveyance of telegraph stores instruments officers and workmen and of any public stores whatever) shall be performed by the Company on the railways of the undertaking on the same general conditions as may for the time being be in force on railways of the corresponding gauge belonging to and worked by Her Majesty's Indian Government and at such rates as may be approved by the Secretary of State: Provided that nothing in this section contained shall be construed to override the previous provision in this contract as to the grant of free passes for certain employés of the Secretary of State.

32. The Company shall convey gold and silver bullion and coin and copper coin belonging to the Government of Mysore and to the Secretary of State and the persons in charge thereof at special rates to be from time to time approved by the Secretary of State.

33. The Company shall from time to time upon the requisition of the Secretary of State give precedence over all other traffic to his demands either for pas-

senger or freight accommodation and subject thereto to the like demands of the Government of Mysore.

AS TO CARRIAGE OF STORES.

34. All stores intended to be used for any purposes of the undertaking or any part thereof (including stores intended to be used in or about the construction of any part of the undertaking or of any works or adjuncts of or pertaining to the same) shall be conveyed by the Company over the undertaking so far as opened for public traffic at rates to be approved by the Secretary of State such rates to be not less than the actual cost of conveyance.

AS TO THE DEBENTURE STOCK ISSUED BY THE COMPANY AND OTHER PAYMENTS BY THE COMPANY TO GOVERNMENT AND PAYMENT OF INTEREST TO THE COMPANY.

35. The sum of £1,224,000 paid by the Company into the Bank of England to the credit of the Secretary of State as hereinbefore recited shall belong absolutely to the Secretary of State who shall not be deemed a debtor to the Company in respect thereof but the Secretary of State shall and will at all times hereafter and as well during the continuance of this Contract as after the expiration or determination thereof and free from and notwithstanding any cross-claim question of account or right of set-off between the Secretary of State and the Company out of the revenues of India indemnify the Company their property and effects from and against the debenture stock for the nominal amount of £1,200,000 issued by the Company as hereinbefore recited and every of them and the principal moneys thereby secured and from and against all actions claims and demands whatsoever for or in respect of the said debenture stock or any part thereof and shall if so required by the Company take over on the termination of this Contract as a direct liability such claims and demands to the intent that in so far as the arrangements between the Company and the holders of debenture stock will permit the Company may be released from the same.

36. The Secretary of State will half-yearly on the 1st day of April and the 1st day of October during the continuance of this Contract pay out of the revenues of India to the Company in London a sum equal to interest at the rate of 4 per cent. per annum on the sum of £1,200,000 the nominal amount of the debenture stock so issued by the Company as hereinbefore mentioned and the Company shall from time to time apply the amount so paid in discharge of the interest on the said debenture stock. The Secretary of State shall not pay or be required to pay any interest in respect of the sums amounting to the sum of £24,000 which were received by the Company as premiums on this issue of the said debenture stock for £1,200,000 and formed part of the sum of £1,224,000 paid by the Company into the Bank of England as hereinbefore recited.

SUPPLY OF MONEY BY GOVERNMENT.

37. All moneys which the Company shall with the sanction of the Secretary of State require for the purposes of the undertaking whether as regards construc-

tion or working shall be supplied to the Company by the Secretary of State according to such arrangements as shall from time to time be made between the Secretary of State and the Company: Provided that the Secretary of State shall as and when from time to time the balance standing to the debit of the capital account hereinafter mentioned (inclusive of any balance for the time being standing to the debit of the stores account also hereinafter mentioned) shall be not less than the sum of £1,224,000 (treating every sum debited as converted into rupees or sterling at the prescribed rate of exchange) have an absolute right of declining to supply money to the Company to defray expenditure chargeable to capital account. Provided that the Company shall not be bound to do any works or to incur any expenditure in respect of which the Secretary of State may not have consented to supply money.

PAYMENT OF RECEIPTS OF COMPANY TO GOVERNMENT ACCOUNT.

38. All moneys whatsoever whether attributable to account of Capital or Revenue which shall during the continuance of this Contract be received by or on behalf of the Company in respect of the undertaking whether on its own account or as agent of the Secretary of State or otherwise (excepting moneys which shall be paid to the Company by the Secretary of State pursuant to this Contract) shall at such times and in such manner as the Secretary of State may from time to time direct be paid without deduction in manner following (that is to say) as to moneys received elsewhere than in India by or on behalf of the Company into the Bank of England to the credit of the Secretary of State and as to moneys received in India by or on behalf of the Company into some treasury in India of the Government of India or of the Government of Mysore to be from time to time approved for the purpose by the Secretary of State. All the moneys which shall be so paid as aforesaid shall when paid become the absolute property of the Secretary of State who shall not be deemed a debtor to the Company in respect thereof but nevertheless such of the same moneys as are under this Contract to be treated as received on account of Revenue shall be subject to the provisions hereinafter contained as to the application thereof.

ATTRIBUTION OF RECEIPTS OF COMPANY TO CAPITAL AND REVENUE RESPECTIVELY.

39. Of the moneys to be so paid as provided by the last preceding section such as shall have been received by or on behalf of the Company in respect of the projected railway prior to the opening for public traffic in any part of that railway shall be treated as received on account of Capital and such as have been received by or on behalf of the Company in respect of the projected railway after the opening for public traffic of the whole of that railway or in respect of the Mysore Railway shall subject to the succeeding provisions of this section be treated as received on account of Revenue. All such of the moneys to be so paid as aforesaid as shall have accrued from the sale of any property not paid for out of Revenue on any occasion other than one on which the property sold is replaced by other property

of the same or a similar character shall at whatever time such sale may have taken place be treated as received on account of Capital. And of the moneys to be so paid as aforesaid and received by or on behalf of the Company in respect of the projected railway subsequently to the opening for public traffic of part of that railway and prior to the opening for public traffic of the whole thereof such portions shall respectively be attributed to account of Capital and such portion to account of Revenue as the Secretary of State shall from time to time determine having regard in so doing to the principles so far as applicable on which the previous provisions of this section are framed.

ACCOUNTS.

40. The Company shall keep the following accounts in respect of the Mysore State Railway—

(1) A Capital Advance Account

(2) A Capital Account

(3) A Revenue Account

(4) A Stores Account

And all such other accounts relating to the undertaking and also all such account as between the Company and the Secretary of State as the Secretary of State shall from time to time require. The said accounts shall be kept in such form and under such heads or divisions and with such details as the Secretary of State shall from time to time prescribe. The said accounts so far as the same are kept in India shall be kept in rupees of the Government of India and so far as they are kept in England shall be kept in sterling money. Such of the said accounts as are kept in England shall from time to time be transmitted by the Secretary of State to the Government in India and incorporated in the accounts of the Company in India the items in each account being converted into rupees at the prescribed rate of exchange.

41. All the accounts which shall be kept by the Company under the last preceding section of the Contract shall relate solely and exclusively to the undertaking as defined in this Contract and shall be kept entirely separate and distinct from the accounts relating to the original railways kept by the Company under any of the provisions of the original Contract. Provided always

(1) That capital receipts and charges which do not strictly appertain either to the undertaking alone or to the original railways alone shall be apportioned between them in each half-year in proportion to the gross Capital expenditure in respect of each in such half-year.

(2) That revenue receipts which do not strictly appertain either to the undertaking alone or to the original railways shall be apportioned between them in each half-year in proportion to the gross earnings of each in such half-year.

(3) That until the projected railway is opened for traffic throughout revenue charges which do not strictly appertain either to the under-

taking alone or to the original railways alone shall be apportioned between them in each half-year in proportion to the gross earnings of each in such half-year.

(4) That when and after the projected railway shall be opened for traffic throughout the combined revenue charges of the original railways and the undertaking shall be apportioned between them in each half-year in proportion to the gross earnings of each in such half-year.

(5) That the stores purchased for the purposes or in respect of the undertaking and of the original railway respectively shall so far as is practicable be kept entirely separate and distinct and the cost of all stores purchased for the purposes or in respect of the undertaking and the original railways jointly or which it shall be impracticable to keep separate and distinct shall be apportioned between the undertaking and the original railways in accordance with rules to be agreed from time to time between the Secretary of State and the Company.

42. In the said Capital Advance Account shall be entered all moneys supplied by the Secretary of State to the Company to defray expenditure by the Company under this Contract other than that chargeable against revenue and the moneys so entered shall as expended by the Company in conformity with this Contract be transferred from the Capital Advance Account to the Capital Account the Revenue Account or the Stores Account as shall be proper. The Capital Advance Account shall from time to time as the Secretary of State shall require be made up and submitted to him.

43. In the Capital Account the following particulars shall be entered to debit and credit respectively (that is to say)

To debit

(a) The sum of Rupees 68,60,508 at the prescribed rate of exchange (subject to verification as aforesaid) being the amount of capital outlay on the undertaking up to the 30th June 1886 payable by the Secretary of State to the Maharaja of Mysore as hereinbefore recited together with such other sum properly chargeable to capital as may have been expended by or on behalf of the Secretary of State or hereinbefore recited.

(b) All moneys expended in respect of the Mysore Railway since the 30th June 1886 and which if expended by the Company after the date of this Contract would have been expenditure on account of capital. The amount of such expenditure as shown in rupees in the accounts of the Secretary of State being entered in the said capital account without correction on account of exchange of the proportion of the expenditure which represents the cost of stores purchased in England.

(c) All expenditure by the Company in relation to this Contract which ought as between the Secretary of State and the Company to be treated as on account of capital including the proportion of the

general capital charges mentioned in section 41 of this Contract which ought under that section to be charged against the undertaking.

(*d*) The cost as certified by the Secretary of State of all land of which he shall allow the Company to have possession for any purposes of this Contract.

(*e*) The cost of providing and maintaining a police force in relation to any such part or parts of the undertaking as may for the time being be under construction or not open for public traffic.

(*f*) The cost as certified by the Secretary of State of the surveys and plans mentioned in the 10th Section of this Contract and of any designs and estimates which the Secretary of State may furnish to the Company under the 7th Section of this Contract including in the cost of the said surveys and plans all cost certified by the Secretary of State as having been incurred with a view to procuring the same to be made.

(*g*) The charges of Her Majesty's Indian Government Telegraph Department for rent maintenance and inspection of such electric telegraphs and telegraphic appliances (if any) as the Secretary of State may allow the Company to use in relation to the construction of the projected railway or any part thereof.

(*h*) So much as ought pursuant to this Contract from time to time to be charged to capital in respect of the half-yearly amounts to be charged by the Secretary of State under the provisions hereinafter contained for his supervision and control of the Company.

(*i*) Any amount which the Secretary of State may from time to time require to be entered in the capital account in respect of the cost to him of such of his legal expenses incurred in relation to this Contract as he shall determine to be chargeable to capital.

(*k*) The cost to the Secretary of State as certified by him of all works acts and things which shall be executed or done by him under any of the provisions of this Contract provided that the cost thereof if executed or done by the Company would have been expenditure on account of capital.

and to credit

(*l*) The value to be determined by the Secretary of State of any land of which possession shall have been allowed to the Company for the purposes of this Contract and which shall subsequently be relinquished to the Secretary of State under Section 11 hereinbefore contained.

(*m*) All such of the moneys to be received by or on behalf of the Company in respect of the undertaking as are herein provided to be treated is received on account of capital.

44. The Capital Account shall from time to time as the Secretary of State shall require be made up and the balance thereon ascertained and stated therein. The Secretary of State may from time to time audit the Capital Account and correct errors therein as he shall see fit.

45. The Revenue Account shall contain an account of all such of the moneys to be received by or on behalf of the Company in respect of the undertaking as are herein provided to be treated as received on account of revenue and of all the expenditure which ought conformably with this Contract to be treated as on account of revenue. The Revenue Account shall be made up half-yearly to the 30th of June and 31st of December in each year or to such other days as the Secretary of State may from time to time prescribe and shall be regularly submitted by the Company to the Secretary of State who may audit the same either concurrently with or after expenditure or in both ways as he may think fit and may in case of error being discovered therein correct the same within three calendar months after the account containing such error shall have been submitted to him. Every Revenue Account shall be considered as settled at the expiration of three calendar months after the same shall have been submitted to the Secretary of State but nevertheless any error which may subsequently be discovered therein shall be corrected in the then next Revenue Account or in any subsequent Revenue Account or Accounts as the Secretary of State may determine.

46. The Company shall as soon as conveniently may be make up and deliver to the Secretary of State an account of all stores handed over to the Company as hereinbefore stated and shall also as soon as possible after the 30th of June and the 31st of December in each year or the respective half-yearly days which the Secretary of State may from time to time prescribe for the making up of the Revenue Account make up and deliver to the Secretary of State an account of all stores in hand on the half-yearly day immediately preceding the making up of the account now being directed and of all stores which the Company shall for the purposes of fulfilling this Contract have used since as regards the first occasion of making up an account of stores the 30th day of June 1886 and since as regards each other occasion of making up an account of stores the day to which the Stores Account was last previously made up showing the purposes for which such stores have been used as often as any of the stores in hand shall be used by the Company for the purpose of fulfilling this Contract the value of the stores so used as entered in the books of the Company shall be entered in the Capital Account or in the Revenue Account as may be proper. The Stores Account shall besides being made up periodically as above mentioned be made up and balanced from time to time upon the requisition of the Secretary of State.

47. The stores in hand shall be valued at such time or times as the Secretary of State shall direct and in such manner as shall from time to time be agreed upon by the Secretary of State and the Company and the value of the stores in hand as entered in the books of the Company shall be corrected in accordance with such valuation and all necessary adjustments shall be thereupon made by making entries to debit or credit in the Revenue Account as may be proper.

APPROPRIATION OF EXPENDITURE.

48. In any case where any question may or might arise as to whether any expenditure incurred in relation to the undertaking or otherwise is to be treated in the whole or in part as a charge on capital account or how the same is to be dealt with the question shall be determined on the general principle that capital is to bear the cost of new works of additional rolling stock plant and machinery and of improvements of and additions to old works rolling-stock plant and machinery including the cost of any temporary new work the construction of which is requisite for the construction of a work properly chargeable to capital and that the cost of repairs restorations renewals replacements and substitutions is to be borne by revenue except in cases where repairs restorations renewals replacements or substitutions are effected upon or in respect of any portion of the projected railway prior to the opening for public traffic of the portion of the said railway upon or in respect of which the same are effected in which case the cost thereof is to be chargeable to capital.

(1) Provided always that any item of expenditure incurred in respect to the Mysore Railway or in respect to any part which shall have been opened for public traffic of the projected railway (although under the terms in this section before contained in strictness chargeable to capital) shall from time to time if not exceeding the sum of 1,000 rupees and may from time to time at the absolute discretion of the Secretary of State if exceeding 1,000 rupees but not exceeding 2,000 rupees be charged to revenue. Provided nevertheless that the aggregate expenditure charged to account of revenue under this sub-section shall not in any half-year commencing on a 1st day of January and terminating on a 30th day of June or commencing on a 1st day of July and terminating on a 31st day of December exceed the aggregate amount of a mileage rate calculated at 20 rupees for each mile of the projected railway which for the time being shall have been opened for public traffic and for this purpose so much of the projected railway as at the end of any half-year shall have been opened for public traffic shall be treated as if it had been so opened during the whole of the half-year.

(2) Provided also that after the opening throughout for public traffic of the whole of the projected railway no portion of the salaries or allowances of any of the Company's permanent supervising staff although for the time being employed partly or wholly in directing or superintending work the expenditure on which is properly chargeable to capital shall except with the express sanction of the Secretary of State be treated as chargeable to capital and also that after the opening throughout for public traffic of the whole of the projected railway no expenses connected with the engagement from England or with the passage from or to England of any person in the Company's service shall be treated as chargeable to capital unless such

person shall be specially engaged to carry out work the cost of which is expenditure so chargeable and shall be actually employed upon such work. Nevertheless the cost of construction of any of the extensions mentioned in the 57th Section of this Contract shall be borne by capital to the same extent and in the same manner as if the proviso in sub-section 2 contained had not been inserted in this Contract.

49. If any difference shall arise between the Secretary of State and the Company as to whether expenditure shall in any particular case be charged to capital or charged to revenue the matter in difference shall unless according to the terms of the section last hereinbefore contained to be solely decided or determined by the Secretary of State be referred to the decision of the joint auditor if the Secretary of State and the Company shall have appointed such an officer but in case a joint auditor shall not have been appointed then the matter in difference shall be referred for final decision to the Company's auditor or some other person to be named by the Company and a Government examiner of railway accounts or some other persons to be named by the Secretary of State or to an umpire to be named by the referees acting on behalf of the Company and the Secretary of State respectively in case of difference between such referees. The costs of any reference under this section shall unless the Secretary of State shall otherwise direct be treated as working expenses.

WORKING EXPENSES.

50. All costs and expenses incurred by the Company with the sanction of the Secretary of State in or about or in connection with the maintenance management and working of so much of the undertaking as shall for the time being have been opened for public traffic shall subject and without prejudice to the provisions as to the apportionment of general revenue charges contained in section 41 of this Contract be deemed working expenses.

In working expenses there shall be included—

(1) Such sum or sums of money as shall from time to time be agreed upon between the Secretary of State and the Company as proper to be allowed in respect of the rent of the Company's office in London office expenses director's fees and salaries of clerks and servants except so much (if any) of the sum or sums mentioned in this sub-section as the Secretary of State shall especially determine to be chargeable to capital.

(2) The costs of and incidental to the preparation of the returns and statistics mentioned in the 64th section of this Contract.

(3) So much of the cost of providing and maintaining a police force agreeably to this Contract as is under the terms of this Contract to be borne by the Company and not to be debited to capital.

(4) All expenditure incurred by the Company with the sanction of the Secretary of State or by the Secretary of State under the provisions

of this Contract in keeping so much of the undertaking as for the time being shall have been opened for public traffic and the stations and other works belonging thereto in good repair and in good working condition and supplied with rolling-stock machinery and plant except such part (if any) of the expenditure mentioned in this sub-section as shall be properly treated as chargeable to account of capital.

(5) All expenditure incurred by the Company with the sanction of the Secretary of State or by the Secretary of State under the provisions of this Contract in keeping the rolling-stock machinery and plant belonging to so much of the undertaking as shall for the time being have been opened for public traffic in good repair and in good working condition.

(6) All expenditure incurred by the Company with the sanction of the Secretary of State or by the Secretary of State under the provisions of this Contract in the execution of any works of which the cost shall or would if the works were executed by the Company be chargeable to account of revenue.

(7) So much as ought pursuant to this Contract from time to time to be charged to account of the revenue of the undertaking in respect of the half-yearly amounts to be charged by the Secretary of State under the provisions hereinafter contained for his supervision and control of the affairs of the Company.

(8) The charges of the Government Telegraph Department paid by the Company for rent maintenance and inspection of the telegraph and telegraphic appliances from time to time provided by the Secretary of State under this Contract for the use of the Company.

(9) All such reasonable legal expenses incurred by the Secretary of State or the Company in connection with the undertaking as the Secretary of State shall require or allow to be charged to account of revenue and all such other expenses in connection with the undertaking as the Secretary of State shall require or allow to be treated as working expenses.

AS TO APPLICATION OF RECEIPTS.

51. Of the moneys to be received by or on behalf of the Company in each half-year during the continuance of this Contract such as are pursuant to this Contract to be treated as received on account of revenue shall be applied as follows (that is to say) –

(1) In the first place in or towards the discharge of working expenses and other expenses (if any) chargeable to revenue under this Contract attributable to the half-year to which the receipts relate.

(2) In the next place in or towards the discharge of working expenses and other expenses (if any) chargeable to revenue under this Contract

attributable to any previous half-year or half-years and not already discharged out of receipts on account of revenue.

(3) In the next place in payment of such sum as shall from time to time under section 67 of this Contract be payable by the Company with the sanction of the Secretary of State to or for the purposes of any provident institution or savings bank which shall be maintained by the Company as provided by or mentioned in the said 67th section.

(4) In the next place in payment to any reserve fund or funds to be established as provided by the 68th section of this Contract such contributions as may be agreed upon between the Secretary of State and the Company and

(5) The surplus if any shall be divided between and belonging to the Secretary of State and the Company in the proportion of three-fourths to the former and one-fourth to the latter and the one-fourth belonging to the Company shall on the accounts being passed by the Government in India be forthwith paid over to the Company in India.

As to running powers and other facilities and accommodation for other Railway Companies and State Railways.

52. The Secretary of State may from time to time require the Company to allow the use of the undertaking or any part or parts thereof for the passage of engines and trains belonging to other railway companies or to State Railways upon the payment of reasonable tolls and under reasonable conditions and restrictions.

53. The Secretary of State may from time to time require the Company to supply other railway companies or State Railways upon reasonable terms and conditions with any of the rolling-stock appropriated or belonging to the undertaking or any part or parts thereof provided such rolling-stock shall not for the time being be required for the purposes of any part of the undertaking.

54. The Secretary of State may from time to time require the Company to execute work in its workshops in respect of rolling-stock and machinery belonging to State Railways at such reasonable prices and upon such terms as shall be agreed upon between the Secretary of State and the Company but so nevertheless as not to impede or unduly interfere with ordinary operations of the Company as carried on therein.

55. The Secretary of State may from time to time require the Company to make reasonable arrangements for the interchange of traffic and rolling-stock with railways belonging to other companies or to the State.

56. The Secretary of State may from time to time require the Company to allow the use of any of the stations belonging to the undertaking for the accommodation of the traffic of any other railway company or State Railway upon the payment of reasonable tolls and under reasonable conditions and restrictions and

may also require the Company to make such alterations and additions as may in the opinion of the Secretary of State be necessary or convenient for the purposes of such accommodation upon such terms as may be agreed upon between the Secretary of State and the Company.

As to the construction of extensions.

57. The Secretary of State if he so elect may at any time during the continuance of this Contract subject to terms as to the provision of capital being then agreed upon require the Company to construct all or any of the following extensions of the Mysore Railway (that is to say)—

(1) An extension from Kadur through Hassan to Seringapatam.

(2) An extension from Mysore to the foot of the Neilgherry Hills on the Mysore Plateau and

(3) An extension from Tumkur to Hindupur.

And as from the time when and as often as the Secretary of State shall under his Contract have required the Company to construct any of the said extensions this Contract shall subject only to the provisions contained in this section be read and take effect as if the extension or extensions so for the time being required to be constructed had by the 7th section of this Contract been agreed to be constructed by the Company in addition to the line of railway mentioned in that section and as if the expression "the projected railway" had in the 1st section of this Contract been defined to mean and include the extension or extensions so required to be constructed as well as the line of railway mentioned in the said 7th section: PROVIDED ALWAYS that the cost to the Secretary of State as certified by him of all land of which the Company shall be allowed to have possession for the purposes of any of the said extension shall be entered to debit in the capital account to be kept by the Company as hereinbefore provided: PROVIDED ALSO that nothing in this section contained shall unless or until the Secretary of State shall require the Company to construct any such extension or extensions as aforesaid prevent any provision of this Contract from taking effect in the same manner and to the same extent as it would have done if this present section had not been introduced into this Contract.

Construction acquisition and working of auxiliary or branch railways.

58. The Secretary of State may require the Company on such terms and conditions as shall be agreed upon between himself and the Company in each case to construct or acquire either absolutely or on lease for a term of years or otherwise any railway on the metre gauge convenient to be worked as auxiliary to or in connection with the undertaking or any part of it and to work on such terms and conditions as may in each case be agreed upon between the Secretary of State and the Company any railway so constructed or acquired as mentioned in this section or any other railway on the metre gauge convenient to be worked as auxiliary to or in connection with the undertaking or any part of it.

THE COMPANY TO COMPLY WITH THE REQUIREMENTS OF THE SECRETARY OF STATE.

59. The Company shall with all reasonable speed comply with all such requirements as the Secretary of State shall from time to time make in accordance with this Contract.

AS TO THE SUPERVISION AND CONTROL OF THE SECRETARY OF STATE.

60. In all matters not herein specially provided for relating to the fulfilment and performance by the Company of this Contract so far as it is to be fulfilled or performed by the Company the Company shall be subject to the supervision and control of the Secretary of State. The Secretary of State shall be entitled to make a charge half-yearly for his supervision and control of the Company in respect of this Contract. The said half-yearly charge shall be a mileage rate of Rs. 40 for every mile of the Mysore Railway and of the projected railway so far as the latter shall for the time being be either constructed or under construction. The half-yearly charge to be made by the Secretary of State under this section shall until the whole of the projected railway shall have been opened for public traffic from time to time be apportioned between Revenue and Capital in such manner as that so much of the half-yearly charge as bears the same proportion to the entirety thereof as the length of railway (including the Mysore Railway) opened for public traffic at the time when the half-yearly charge is made bears to the whole length of railway on which the same charge is to be calculated shall be charged to Revenue and that the residue thereof shall be charged to Capital. As from the time when the whole of the projected railway shall have been opened for public traffic the half-yearly charge to be made by the Secretary of State under this section shall be charged to Revenue exclusively.

61. For the purpose of inspecting the Mysore Railway and of inspecting the projected railway and the works to be executed by the Company under this Contract either whilst under construction or subsequently and of inspecting the stations and other works rolling-stock plant machinery and stores belonging to the said railways respectively and the electric telegraphs and telegraphic appliances for the time being provided under this Contract for the use of the Company and for the purpose of auditing the accounts of the Company or otherwise exercising such supervision and control as are intended to be reserved to the Secretary of State by this Contract the Secretary of State may from time to time appoint such person or persons as he may think proper with such powers as he may consider necessary or expedient and the Company shall afford every person so appointed all reasonable facilities for the purpose of enabling him to perform the duties entrusted to him by the Secretary of State.

62. The Company shall record and keep in proper books full and particular accounts of all its transactions and proceedings relating to the undertaking including full and true minutes of all its meetings of Directors communications with India and correspondence so as at all times to exhibit fully and truly the state of its affairs and the Secretary of State or any person or persons appointed by him in that behalf shall at all reasonable times have free access to all the books accounts

papers and documents of the Company with power to call for and make copies of or extracts from the same.

63. The Government Director from time to time appointed under the provisions of Section 54 of the hereinbefore mentioned indenture of the 1st day of June 1882 and any person appointed under that section to represent him shall have the like powers and duties with reference to the undertaking as or by that Indenture prescribed with reference to the Southern Maharatta Railway.

MISCELLANEOUS PROVISIONS.

64. The Company shall from time to time make such returns and furnish such statistics in such form and under such heads and divisions and with such details as the Secretary of State may from time to time require. The cost of preparing such returns and statistics and incidental thereto shall be treated as part of the working expenses of the undertaking.

65. No communication or negotiation of any description or in respect to any matter shall unless with the sanction and under the supervision of the Secretary of State be made or conducted by or on behalf of the Company to or with the Government of any tributary or foreign state or with any officials of any such Government.

66. No claim shall be made upon the Secretary of State by the Company for compensation in respect of the prejudical effect upon the undertaking or the profits thereof of any Act of Her Majesty's Indian Legislature of general applicability for the time being in force and the Company and the undertaking and its equipment shall be subject to the provisions of every such Act as last aforesaid and no claim shall be made upon the Secretary of State by the Company for compensation in respect of the prejudical effect upon the undertaking or the profits thereof of any treaty convention or agreement for the time being in force between the Secretary of State and the Government of any tributary or foreign state although such treaty convention or argeement may not be of general applicability and the Company and the undertaking and its equipment shall be subject to the provisions of every such treaty convention or agreement as mentioned in this section.

67. The Company may and shall if required by the Secretary of State at any time during the continuance of this Contract maintain and manage a Provident Institution and a Savings Bank for the benefit of the servants of the Company employed upon the undertaking or may and shall if so required as aforesaid admit such servants to the benefits of any Provident Institution or Savings Bank which may be maintained by the Company under the provisions of the original contract. And in either case upon such terms and under such rules and regulations as shall from time to time be approved by the Secretary of State.

68. The Secretary of State may at any time require the Company to establish and maintain out of contributions from revenue and on terms to be agreed upon between the Secretary of State and the Company reserve funds for the purposes of insuring property whether appropriated to the undertaking or in the custody of the Company as common carriers or in any other capacity against damage by fire and of making good deteriorations of permanent way and rolling-stock.

69. Any notice determination decision direction requirement requisition appointment certificate or expression of opinion approval or sanction to be given or signified on the part of the Secretary of State for any of the purposes of or in relation to this Contract or any of the powers or provisions herein contained shall be sufficient and binding if in writing signed by the Secretary of State or one of his Under Secretaries or by the Resident at Mysore or by a Secretary of Her Majesty's Indian Government or by the other officer or servant authorised to act on behalf of the Secretary of State in respect of matters to which the same shall relate and the Secretary of State shall not in any case be bound in respect of any of the matters aforesaid unless by some writing signed in the manner before mentioned in this section.

70. The Company shall at all times during the continuance of this Contract and in accordance with the terms of the original Contract keep an office established at some place in India to be determined from time to time by the Secretary of State and shall keep at the said office an authorised agent or committee of agency with whom the Secretary of State and the Government of India or other officer or officers deputed in that behalf may communicate on affairs concerning this Contract and the duties and liabilities on the parties hereto under this Contract and all drafts drawn and receipts given by the said agent or committee of agency or under his or their authority on behalf of the Company in relation to this Contract or any of the duties or liabilities of the Company under this Contract shall be binding on the Company and every notice to be given to the Company (save any notice with respect to the determination of this Contract as hereinafter provided) shall be sufficiently given if left at the said office or personally served on the said agent or any member of the said committee of agency.

As to the termination and expiration of the Contract.

71. If default shall be made by the Company in the construction and completion in conformity with this Contract of any part of the undertaking or of any of the stations or other works connected therewith or in the due equipment pursuant to this Contract of the undertaking or any part thereof with rolling stock machinery or plant or if there shall be any breach on the part of the Company of any of the provisions of this Contract or if after the projected railway has been opened for traffic throughout the undertaking or any part thereof shall in the opinion of the Secretary of State be in course of gross mismanagement by the Company or be worked at a loss as shown by the revenue account and have been so worked for not less than three half-years continuously down to the time at which the Secretary of State shall give to the Company notice as hereinafter mentioned the Secretary of State may determine this Contract by giving to the Company in London six calendar months' previous notice in writing of such determination.

72. If the original Contract shall be determined by notice (whether given by the Secretary of State or by the Company) under any provision in that behalf contained in that Contract then on the day on which the same shall be so deter-

mined this Contract shall (without the necessity of any further or other notice being given by either of the parties hereto to the other of them) be absolutely determined.

73. Upon the day on which the Contract shall expire by effluxion of time or shall be determined under either of the two last preceding sections the Company shall deliver to the Secretary of State possession of all land of which the Company shall have had possession under or for the purposes of this Contract (except only such lands as may previously have been already re-delivered to him or sold with his sanction) together with the stations station yards offices warehouses houses for employés conveniences rails machinery fixtures and plant then erected or being on the land to be delivered up under this section or in anywise belonging to the undertaking or any part thereof and also deliver to the Secretary of State all rolling stock moveable machinery and plant belonging or appropriated either as regards purposes of construction or working or otherwise to the undertaking or any part thereof or any of the works or adjunct thereof and all stores in hand or in course of delivery on that day in connection with the undertaking and all plants books surveys sections printings writings and documents whatsoever in anywise connected with or with the construction of the undertaking or any part thereof or any of the works or adjuncts thereof and any electric telegraphs telegraphic appliances and other property belonging to the Secretary of State and then in the possession of the Company in reference to this Contract. The Company will also on the day on which this Contract shall so expire or be determined refund to the Secretary of State any money belonging to the Secretary of State which shall then be under the control or in the hands of the Company or any of its official or agents and the Secretary of State shall be bound to indemnify the Company its property and effects against all such then existing debts and liabilities (if any) incurred by the Company with the sanction of the Secretary of State in relation to this Contract as would but for the expiration or termination of this Contract have had under this Contract to be fulfilled or discharged by the Company at cost which would under this Contract have been properly charged to Capital or Revenue.

74. The determination of this Contract under any of the provisions hereinbefore contained shall be without prejudice to the rights of either party against the other in respect of any covenant herein contained which may have been broken previously to the determination of this Contract but no such right if any against the Company shall prejudice or affect section 35 hereof.

As to property in the undertaking.

75. As between the Secretary of State and the Company and without prejudice to any arrangements between the Secretary of State and the Maharaja of Mysore all land of which the Secretary of State on behalf of the Maharaja of Mysore shall allow the Company to have possession for any of the purposes of this Contract and everything to be constructed thereon and all rails plant machinery rolling

stock stores fixtures and implements of every description acquired by the Company for the purpose of constructing maintaining equipping keeping up the equipment of or working the undertaking or any part thereof or any stations station yards offices warehouses houses for employés or works upon any land of which the Secretary of State shall so allow the Company to have possession as aforesaid or for any other purposes of the undertaking are hereby declared to be respectively the property of the Secretary of State as well during the continuance as after the expiration or determination of this Contract. The Company shall not be entitled to any remuneration from the Secretary of State in respect of its services under this Contract otherwise than and except as is provided in the 31st and 32nd sections of this Contract.

ARBITRATION.

76. If any dispute question or controversy shall at any time arise between the Secretary of State and the Company touching this Contract or any Clause or thing herein contained or the construction hereof or any matter connected with this Contract or the operation of the same or the rights duties or liabilities of either party in relation to the premises then and in every such case the matter in difference shall unless in this Contract special provision shall have been made for the settlement or determination thereof in some other manner be referred to two arbitrators or their umpire pursuant to and so as with regard to the mode and consequences of the reference and in all other respects to conform to the provisions in that behalf contained in the Common Law Procedure Act 1854 or any subsisting statutory modification thereof and upon every such reference the arbitrators and umpire shall respectively have power to examine witnesses upon oath or affirmation and either to fix settle and determine the amount of costs of the reference and award respectively or incidental thereto to be paid by both parties or by either party or to direct the same to be taxed either as between solicitor and client or otherwise and to direct and award where and by and to whom such costs shall be paid and every or any such reference may be made a rule of Her Majesty's High Court of Justice or of the High Court of Judicature at Bombay on the application of the Secretary of State or of the Company and either the Secretary of State or the Company may instruct counsel to consent thereto for the other party.

In witness whereof Colonel Henry Yule C. B. and Robert Hardie Esquire being two Members of the Council of India have hereunto set their hands and seals and the Southern Maharatta Railway Company Limited have hereunto caused their common seal to be affixed the day and year first above written.

Signed sealed and delivered by the above named Colonel Henry Yule and Robert Hardie Esquire in the presence of W. H. Treasure, India Office.

H. YULE.
R. HARDIE.

The common seal of the Southern Maharatta Railway Company Limited was hereunto affixed in the presence of

J. S. TREVOR.

G. NORMAN.

EDWARD Z. THORNTON,
Secretary.

No. XVII.

No. 2, dated Utacamund, the 4th May 1889.

From—K. SHESHADRI IYER, Esq., C.S.I., Diwan of Mysore,
To—The Resident in Mysore.

I have the honour to acknowledge the receipt of your letter, dated the 4th instant, and to say that the Darbar accept the proposal for considering the centre of the Harihar Railway bridge as the boundary between Mysore and British territory. Under this arrangement, the jurisdiction ceded by His Highness the Maharaja will be that over the land occupied by the Railway between the centre of the Railway bridge and the north distant signal of the Harihar Railway station.

No. XVIII.

RULES defining the limits within which no new IRRIGATION WORKS are to be constructed by the MYSORE STATE without previous reference to the MADRAS GOVERNMENT—1892.

I. In these Rules,

(1) "*New Irrigation Reservoirs*" shall mean and include such Irrigation Reservoirs, or tanks, as have not before existed, or having once existed, have been abandoned and been in disuse for more than 30 years past.

(2) A "new Irrigation reservoir" fed by an anikat across a stream shall be regarded as a "*New Irrigation Reservoir across that stream*".

(3) "Repair of Irrigation Reservoirs" shall include, (*a*) increase of the level of waste weirs and other improvements of existing Irrigation Reservoirs or tanks, provided that either the quantity of water to be impounded, or the area to be irrigated, is not more than the quantity previously impounded, or the area previously irrigated, by them; and (*b*) the substitution of a new Irrigation Reservoir for and in supersession of an existing Irrigation Reservoir but in a different situation, or for and in supersession of a group of existing Irrigation Reservoirs, provided that the new work either impounds not more than the total quantity of water previously impounded by the superseded works, or irrigates not more than the total area previously irrigated by the superseded works.

(4) Any increase of capacity other than what falls under "Repair of Irrigation Reservoirs" as defined above shall be regarded as a "New Irrigation Reservoir".

II. The Mysore Government shall not, without the previous consent of the Madras Government, or before a decision under Rule 4 below, build (a) any "New Irrigation Reservoirs" across any part of the thirteen main rivers named in the Appended Schedule A, or across any stream named in Schedule B below the point specified in Column 5 of the said Schedule B or in any drainage area specified in the said Schedule B, or (b) any "new anikat" across the minor streams of Schedule A, *viz.*: 4 to 9, and 14 and 15, or across any of the streams of Schedule B, or across the following Major Streams of schedule A, lower than the points specified hereunder :—

Across 1. Tungabhadra—lower than the road crossing at Honhalli,
" 10. Cauvery—lower than the Ramaswami anikat, and
" 13. Kabani—lower than the Rampur anikat.

III. When the Mysore Government desires to construct any "New Irrigation Reservoir" or any new anikat requiring the previous consent of the Madras Government under the last preceding Rule, then, full information regarding the proposed works shall be forwarded to the Madras Government and the consent of that Government shall be obtained previous to the actual commencement of work. The Madras Government shall be bound not to refuse such consent except for the protection of prescriptive right already acquired and actually existing, the existence, extent, and nature of such right, and the mode of exercising it being in every case determined in accordance with the law on the subject of prescriptive right to use of water and in accordance with what is fair and reasonable under all the circumstances of each individual case.

IV. Should there arise a difference of opinion between the Madras and Mysore Governments in any case in which the consent of the former is applied for under the last preceding Rule, the same shall be referred to the final decision either of arbitrators appointed by both Governments or of the Government of India.

V. The consent of the Madras Government is given to New Irrigation Reservoirs specified in the Appended Schedule C, with the exception of the Srinivasasagara new Reservoir across the Pennar, the Ramsamudram new Reservoir across the Chitravati, and the Venkatesasagara new Reservoir across the Papaghni. Should, owing to the omission of the Mysore Government to make or maintain these works in a reasonably adequate standard or safety, Irrigation works in Madras themselves in a condition of reasonably adequate safety, be damaged, the Mysore Government shall pay to the Madras Government reasonable compensation for such damage.

As regards the three new Reservoirs excepted above, the admissibility of any compensation from Mysore to Madras on account of loss accruing to Madras Irrigation works from diminution of supply of water caused by the construction of the said works, will be referred to the Government of India whose decision will be accepted as final, and should such compensation be decided to be admissible,

the decision of the Government of India as to the amount thereof will be accepted, after submission to them of the claims of Madras which should be preferred in full detail within a period of 5 years after the completion of said works.

VI. The foregoing rules shall apply as far as may be to the Madras Government as regards streams flowing through British Territory into Mysore.

(Schedules A, B and C not reproduced)

No. XIX.

NOTIFICATION.

The 3rd April 1893.

His Highness the Maharaja has been pleased to transfer to the Governor-General in Council, with effect from 1st July 1893, full jurisdiction on all lands occupied by the Mysore State Railway, from and inclusive of the Harihar Railway Station to and inclusive of the Bangalore Railway Station and from and inclusive of the Yeswanthpur junction Railway Station to the frontier of the State on the Bangalore-Hindupur section of the Mysore State Railway including lands occupied as stations, out-buildings and their appurtenances.

By Order,

K. SHESHADRI IYER,

Dewan of Mysore.

No. XX.

AGREEMENT for the supply of water from the CHAMRAJENDRA RESERVOIR for the use of the BANGALORE MUNICIPALITY—1897.

MEMORANDUM of AGREEMENT made this first day of February 1897 BETWEEN THE SECRETARY of STATE for INDIA in COUNCIL (hereinafter referred to as the Secretary of State which term shall include the Secretary of State party hereto his successors in office and assigns) of the one part and A. M. Slight, Esq., I.C.S., President, and 1 Brigade-Surgeon-Lieutenant-Colonel Hunt, P.M.O., 2 Surgeon-Major R. Ross, 3 Lieutenant-Colonel J. M. Badgley, 4 Captain E. M. Reed, 5 Edward Hewetson, Esq., 6 Mr. Muhammad Yakub, 7 Mr. P. L. Bride, 8 Mr. V. Sadasiva Mudr., 9 Mr. J. Sausman, 10 Mr. D. Billimaria, 11 Mr. Mohideen Khan, 12 Mr. O. J. Bird, 13 Mr. V. Gangathara Chetty, 14 Mr. B. P. Annaswami Mudr., 15 Mr. N. Meera Saib, 16 Mr. H. Abraham, 17 Mr. V. Krishnaswami Mudr., 18 Mr. R. Chelvaroga Mudr., 19 Mr. Muhammad Ali, K.B., 20 Mr. J. O'Shaughnessy, 21 Mr. C. N. Suryanarayen Rao, 22 Mr. V. Sundaralinga Chetti, 23 Mr. Aga Abdul Hussain, 24 Mr. T. Barton, the present Municipal Commissioners for the Civil

and Military Station of Bangalore (hereinafter referred to as the said Commissioners which term shall include the said Commissioners parties hereto their successors in office and assigns) of the other part.

WHEREAS the Secretary of State has agreed to furnish a supply of water from the Chamrajendra Reservoir formerly known as the Hessarghatta Tank for the use of the Municipality of the Civil and Military Station of Bangalore upon the terms and subject to the conditions hereinafter expressed. NOW THESE PRESENTS WITNESS that it is hereby mutually agreed between the parties hereto as follows :—

I.—The Secretary of State shall provide the funds required to meet the whole of the initial outlay on the works including the cost of all machinery, pumps and pipes necessary for bringing in a supply of water from the said Chamrajendra Reservoir to, and for distributing the same, within, the present limits of the Civil and Military Station of Bangalore (hereinafter referred to as the said Station) and no charge for interest upon the capital so laid out shall be made against the said Commissioners. Neither the making of house connections nor any future extension of the distribution is included within the meaning of this agreement, the obligations under which are expressly limited to the works detailed in the plan hereto attached.*

II.—The execution, maintenance, management and control of the said works shall remain with and be entirely entrusted to the Officers of the Government of India duly authorised in that behalf. The nature, amount, and extent of the works are within the sole discretion of the Government of India.

III.—In consideration of the payment by the said Commissioners to the Secretary of State of the sums provided under clause IV hereof, the Secretary of State shall, from and after the completion of the said works, provide and continue to provide the said Commissioners with a supply of water equal to two-thirds of the whole quantity of water from time to time received in the said Station from the said Chamrajendra Reservoir, subject nevertheless to the conditions hereinafter contained in clause V.

IV.—In consideration of the water-supply to which they are entitled under clause III hereof the said Commissioners shall pay annually to the Secretary of State two-thirds of the working expenses actually incurred in, and two-thirds of the estimated average annual cost of maintaining the said works hereinbefore mentioned in clause I.

For the purposes of this Agreement the estimated average annual cost of such maintenance shall be calculated and made up as follows :—

(a) One per cent. on the total initial outlay on all works, machinery, pipes, &c. (to meet the cost of repairs).

(b) Five per cent. on the cost of machinery and pumps (to meet the cost of renewals).

(c) Two per cent. on the cost of the rising main and distribution pipes (to meet the cost of renewals).

* Not reproduced.

V.—If at any time the supply of water obtained from the said Reservoir shall be insufficient for all the purposes of the said Station, the said Commissioners shall have no right to any supply of water from the said Reservoir under this Agreement, or otherwise, until the requirements of the troops located in the said station shall be fully satisfied, and the Secretary of State shall not be liable to pay to the said Commissioners any compensation or damages by reason of the failure of the water-supply as aforesaid. PROVIDED ALWAYS that in such case the Secretary of State shall, during the continuance of such insufficient supply, allow such a reduction to be made in the contribution to be paid by the said Commissioners under clause IV hereof as to the Secretary of State shall seem reasonable and proper.

VI.—It is hereby agreed and declared that (notwithstanding anything to the contrary expressed and provided in the Code of Regulations relating to the appointment of Municipal Commissioners for the Municipal limits of the said Station and the management of its Municipal affairs, published in the Notification of the Government of India in the Foreign Department No. 319-I., dated the 9th day of February 1883, hereinafter referred to as the said Code, or any other law for the time being in force) when the Resident in Mysore shall have notified to the said Commissioners that the said works for the supply of water to the said Station are complete, the said Commissioners may, subject to clause II hereof, take such measures as to them may seem fit with regard to the assessment, levying and application of rates in respect of, and the protection, utilization and distribution of, the said water-supply under the provisions of the said Code or any other law for the time being in force enabling them in that behalf, as though they had themselves carried out a system for the supply of water to the said Station. PROVIDED ALWAYS that in addition to the exemptions from assessment for rates in the case of buildings and land exclusively used for military purposes, buildings ordinarily used as places of public worship and public Government and Municipal Offices, made by Section 65 of the said Code or by any other law for the time being in force, all buildings and premises which are private property and which would, but for this proviso, be liable to assessment for rates under Section 198 of the said Code, but which are wholly occupied by persons who are in the employment of the Secretary of State and in active duty in the said Station, in any of the Military Departments of the Government of India, shall not be liable during the period of such occupancy to any rate for the supply of water assessed by the said Commissioners under the provisions of the said Code or any such other law as aforesaid.

VII.—From and after the date of this Agreement, the said Commissioners shall not (any provision in the said Code or other law for the time being in force relating thereto to the contrary notwithstanding) levy any license tax on professions, trades or callings in respect of any military officer or soldier who is employed in military duty in the said station.

In witness whereof, this agreement is sealed with the common seal of the Commissioners and has been signed by the President and three Commissioners in

accordance with the Section 6 of the Bangalore Municipal Regulations of 1883 this 1st day of February 1897.

Seal of Civil and Military Station of Bangalore.

A. M. Slight, *President.*
R. Ross, *Surgeon-Major.*
P. L. Bride.
V. Sadasiva Mudr.

And the Secretary to the Government of India in the Foreign Department, acting for and on behalf of the Secretary of State, has hereunto set his hand and the seal of the Government of India, this the seventeenth day of February 1897.

W. J. Cuningham,
Secretary to the Government of India.

In the presence of
H. Daly.

No. XXI.

Agreement for the supply of water from the Chamrajendra Reservoir to the Civil and Military Station of Bangalore—1897.

Memorandum of Agreement made this seventeenth day of February 1897 between the Secretary of State for India in Council (hereinafter referred to as the Secretary of State which term shall include the Secretary of State party hereto his successors in office and assigns) of the one part and His Highness Sri Krishna Woodayar Bahadur Maharaja of Mysore (hereinafter referred to as the Maharaja which term shall include the Maharaja of Mysore party hereto and his successors) of the other part.

Whereas in consideration of the Secretary of State relinquishing the claims mentioned in clauses 1 and 2 of this agreement the Government of Mysore has through Sir K. Sheshadri Iyer, K.C.S.I., the Dewan of Mysore and *ex-officio* President of the Council of the said Government agreed to allow the British Government to obtain from the Chamrajendra Reservoir and the minor tanks connected therewith (hereinafter called the Chamrajendra Reservoir) a supply of water for the Civil and Military Station of Bangalore (hereinafter called the Station) upon the terms and subject to the conditions hereinafter expressed. Now these presents witness that it is hereby mutually agreed between the parties hereto as follows:—

1. The Secretary of State shall for the consideration aforesaid relinquish all claim to a refund of the sum of Rs. 2,33,000 paid by the Secretary of State to the Maharaja to provide compensation to the occupants of the Maligal valley in connection with the scheme for the supply of water to the Station from the Maligal valley, known as the Maligal Scheme, and the Maharaja shall be at liberty to retain any sum that may still remain undisbursed of the said sum of Rs. 2,33,000 and to take such steps as he may think fit to recover the sums already disbursed

from the persons to whom compensation may have, from time to time, been paid in connection with the said Maligal Scheme.

2. The Secretary of State shall for the consideration aforesaid relinquish all claim to the use of the water from the Tank known as Sankey's Tank from the date on which the supply of water from the Chamrajendra Reservoir for the Station to be provided under this Agreement is established and in full working order.

3. In consideration of the water-supply to be provided under this Agreement the Secretary of State agrees to pay to the Maharaja half the cost of the following items :—

(*a*) The construction, completion, repair and maintenance and the restoration, in case of accident, of the water-tower, the masonry delivery channel and aqueducts (except that portion between No. VI aqueduct and the Pumping Station known as the Darbar Pumping Station), the workshop and the workshop plant which are to be constructed, completed, repaired, maintained and restored by, and at the expense of, the Maharaja for the purpose of the said water supply.

(*b*) The ordinary maintenance and conservancy of the Chamrajendra Reservoir, it being expressly agreed that the cost of the establishment required therefor, half of which shall be paid by the Secretary of State, shall not exceed Rs. 300 a month.

(*c*) The restoration of the Chamrajendra Reservoir should any accident happen to it.

(*d*) Any additional works or any establishments or protective or sanitary measures in connection with the said water-supply, to the execution or entertainment or adoption of which the Secretary of State and the Maharaja may hereafter mutually agree. Provided that, should at any time hereafter the Secretary of State be dissatisfied with the quality of the water in the Chamrajendra Reservoir and desire to improve it by the acquisition of additional inhabited villages or cultivated lands in the catchment of the said Reservoir, and should the Maharaja not agree to share the cost of such acquisition with the Secretary of State, then the entire cost of such acquisition shall be wholly paid by the Secretary of State. Provided also that the Maharaja shall give all facilities and assistance for the acquisition, at a reasonable price, of such villages and lands, and for the erection of all works deemed necessary by the Secretary of State.

4. In consideration of the relinquishment by the Secretary of State of all claim to a refund of the sum of Rs. 2,33,000 mentioned in Clause I hereof and in consideration of the payment by the Secretary of State to the Maharaja of the sums provided under clause 3 hereof, the Maharaja agrees to construct, complete, repair and maintain the Chamrajendra Reservoir and all works connected therewith, which are to be used in common by the Government of India and the Government of Mysore, the said Reservoir and all works connected therewith to be at

all times under the exclusive management and control of the Officers of the Government of Mysore. PROVIDED ALWAYS that all Officers of the Government of India duly authorised in that behalf shall have free access to the Chamrajendra Reservoir and all works connected therewith for the purpose of Inspecting and Reporting as to their condition and safety.

5. The Maharaja shall, through the Government of Mysore, consult the Secretary of State, through the Government of India, and the consent of the Secretary of State, through the Government of India, shall be obtained in regard to all measures to be adopted in cases of anticipated or actual failure or deterioration of the supply of water to be provided under this Agreement or on the occasion of extensive alterations in or repairs to the storage works or the works for the delivery of the water, which are to be used in common by the Government of India and the Government of Mysore or which affect the combined supply of water to the two Governments. The measures to be adopted shall be carried out by the Maharaja and the cost thereof shall be defrayed as hereinbefore provided by the first paragraph of clause 3 (*d*).

6. The Maharaja shall not be responsible for any loss which may arise or be occasioned to the Secretary of State or the Government of India in consequence of any diminution in or interruption of the supply of water required by the Station arising from accident, failure of the rains or any other cause beyond the control of the Maharaja or the Government of Mysore.

7. The Maharaja shall allow the Secretary of State to erect the pumping machinery required by the Government of India, to take off water from the channel from the Chamrajendra Reservoir belonging to the Maharaja and to lay the pipes required by the Government of India through the country lying between the point where the water is taken off and the Station, the Secretary of State paying the cost of the lands required for the purpose.

8. The Secretary of State and the Maharaja shall have equal rights in the water obtained from the Chamrajendra Reservoir for the purpose of supplying the Station and the City of Bangalore (hereinafter called the City) respectively with a sufficient supply of water. For seven years from the date of this Agreement, one million gallons each per diem shall be held to be a sufficient water-supply for the Station and the City respectively. At the end of seven years from the date of this Agreement and once in every ten years after that period it shall be decided by the Officers of the Government of India and the Officers of the Government of Mysore duly authorised in that behalf what quantity of water shall thereafter, be held to be a sufficient water-supply for the Station and the City respectively, the quantity for the Station and that for the City thus to be fixed being equal to each other. In all other respects the rights of the Secretary of State and the Maharaja respectively in the water of the Chamrajendra Reservoir shall remain unaltered.

9. The Officers of the Government of India and the Officers of the Government of Mysore duly authorised in that behalf shall agree from time to time as to the height of water in the Chamrajendra Reservoir which shall, at different seasons of the year, be taken to be a safe minimum level for ensuring a continuous

supply of water to the Station and the City with reference to the water-supply of the Station and the City respectively, as fixed under clause 8 above.

10. If at any time the water in the Chamrajendra Reservoir shall stand at a higher level than that fixed as the safe minimum level for that season of the year, the water which shall in consequence become available and shall not be required for the purposes of this Agreement shall be at the absolute disposal of the Maharaja or the Government of Mysore.

11. If at any time the water in the Chamrajendra Reservoir shall fall to the level fixed as the safe minimum level for that season of the year, the whole of the water of the Chamrajendra Reservoir shall be reserved exclusively for the supply of the Station and the City, and the Maharaja and the Government of Mysore shall not be entitled to draw off any water from the Chamrajendra Reservoir for any other purpose whatsoever until the water in the Chamrajendra Reservoir has again risen above the safe minimum level; and until the water shall be above the safe minimum level, the quantity of water to be drawn daily for the water-supply of the Station and the City shall be limited to the quantity forming the basis of the calculation of the safe minimum level and the same shall be supplied to the Station and City in equal quantities.

12. If at any time the water in the Chamrajendra Reservoir shall stand at a lower level than that fixed as the safe minimum level for that season of the year: the Officers of the Government of India and the Officers of the Government of Mysore duly authorised in that behalf shall consult together as to the measures to be taken in consequence and on their agreeing that the supply of water must be reduced below the quantity up to that time held to be a sufficient water-supply, the supply of water both to the Station and to the City shall be reduced in equal quantities.

13. If any difference or dispute shall at any time arise between the Secretary of State or the Government of India, on the one part, and the Maharaja or the Government of Mysore, on the other part, in regard to the necessity for or the manner of the carrying out of any works or repairs, the entertainment of any establishment, or the adoption of any protective or sanitary measures in connection with the supply of water from the Chamrajendra Reservoir, or in regard to any other matter arising out of this Agreement, the matter in difference or dispute shall be referred to the decision of an arbitrator to be agreed upon and appointed by the Secretary of State and the Maharaja, and the decision of such arbitrator shall be final and binding upon the parties hereto.

In witness whereof the Dewan of Mysore, acting for and on behalf of His Highness the Maharaja of Mysore, has hereunto set his hand and the seal of the Government of Mysore, this the twenty-ninth day of January 1897.

K. SHESHADRI IYER,
Dewan of Mysore.

In the presence of

1. K. KRISHNAYER.
2. DEVAPRANAM.

And the Secretary to the Government of India in the Foreign Department, acting for and on behalf of the Secretary of State, has hereunto set his hand and the seal of the Government of India, this the seventeenth day of February 1897.

W. J. CUNINGHAM,
Secretary to the Government of India.

In the presence of
H. DALY.

No. XXII.

AGREEMENT made between HIS HIGHNESS the MAHARAJA of MYSORE and the GOVERNMENT of INDIA—1899.

Whereas His Highness Sri Krishnaraja Wodayar Bahadur, Maharaja of Mysore, maintains a force of Imperial Service Troops for the purpose of co-operating, if need be, in the defence of the British Empire, and

Whereas it is necessary that the Imperial Service Troops of the Mysore State, when associated with troops of the British Army, should be under the orders of the Officer Commanding the combined forces, and subject to the like discipline and control as the officers and soldiers of Her Majesty's Indian Army, and

Whereas it is not the wish or intention of the Government of India that a British officer should be appointed to command any corps of Imperial Service Troops, though British officers are employed in order to instruct and inspect the said troops.

It is hereby agreed between the Governor-General of India in Council of the one part and His Highness Sri Krishnaraja Wodayar Bahadur, Maharaja of Mysore, of the other, as follows, namely—

1. Whenever the said troops or any portion thereof are moved beyond the frontier of the said State, they shall be attached to the command and under the orders of the Officer Commanding the District, Contingent or Force in which they are employed, and such officer shall, by virtue of this agreement, be authorised to administer in respect to the said troops, so serving, the military laws and regulations to which they are subject under the laws of the said State, and for that purpose and for the due preservation of discipline among the same, to convene all such Courts, and to issue all such orders, and to pass all such judgments and sentences, and generally to exercise all such authority as may be lawfully convened, issued, passed and exercised by the authorities of the Mysore State when the said troops are serving within the territorial limits of the said State: Provided always that the execution of every sentence so passed in British territory shall be carried out under the orders of His Highness the Maharaja of Mysore or of some person to whom the requisite authority has been delegated by him.

2. In order further to ensure the efficiency of the said Imperial Service Troops, and the maintenance of discipline among them when serving along with Her Majesty's forces, the said His Highness Sri Krishnaraja Wodayar Bahadur, Maharaja of Mysore, has embodied in the disciplinary law of his State, applicable to the said Imperial Service Troops when employed on active service either within or without British India, the provisions, *mutatis mutandis*, of the Indian Articles of War for the time being in force. The due application and enforcement of the said provisions in respect of the Imperial Service Troops aforesaid shall be carried out under the authority of the Officer Commanding the District, Contingent or Force aforesaid.

In witness whereof the Dewan of Mysore, acting for and on behalf of His Highness Sri Krishnaraja Wodayar Bahadur, Maharaja of Mysore, has hereunto set his hand and the seal of the Government of Mysore this the 24th day of June 1899.

K. SHESHADRI IYER,

Dewan of Mysore.

J. A. CRAWFORD,
Acting Resident in Mysore.

Approved and confirmed by the Government of India.

By order,

H. S. BARNES,

Secretary to the Government of India,

Foreign Department.

SIMLA;

The 7th May 1901.

No. XXIII.

SUPPLEMENTARY AGREEMENT for the supply of water from the CHAMRAJENDRA RESERVOIR for the use of the BANGALORE MUNICIPALITY.-1901.

MEMORANDUM of AGREEMENT made and entered into this 19th day of December 1901 BETWEEN THE SECRETARY of STATE for INDIA in COUNCIL (hereinafter referred to as the Secretary of State-which expression shall include as well the Secretary of State as his successors and assigns except where such construction is excluded by the context or is inconsistent with the provisions herein con-

tained) of the one part and L. T. Harris, Esq., I.C.S., the President, (2) Captain R. F. Standage, I.M.S., Residency Surgeon, (3) Captain C. A. Johnston, Staff Surgeon, I.M.S., (4) Lieutenant-Colonel J. H. E. Reid, Deputy Assistant Adjutant-General, Bangalore District, (5) Major G. Williams, R.E., Commanding Royal Engineer, Bangalore District, (M. W. S.), (6) H. F. Wilkieson, Esq., District Superintendent of Police, Bangalore, (7) M. Abdul Rahiman Saib, Khan Bahadur, 2nd Magistrate of the Civil and Military Station of Bangalore, (8) W. H. Johnson, Esq., (9) P. L. Bride, Esq., (10) J. H. Webster, Esq., (11) H. Abraham, Esq., (12) J. O'Shaughnessy, Esq., (13) H. C. Berlie, Esq., (14) Dinshaw M. Billimoria, Esq., (15) Aga Abbas Ali Saib, (16) Abdul Sattar Saib, (17) Mahomed Akbar Hussain Saib, (18) T. Abdul Khader Saib, (19) M. R. Ry. P. Nagabhushana Naidu Garu, (20) M. R. Ry. C. N. Suryanarayana Rao Garu, (21) M. R. Ry. V. Gangathara Chettyar Avergal, (22) M. R. Ry. B. P. Annaswamy Mudaliyar Avergal, (23) M. R. Ry. A. Maigandadeva Mudaliyar Avergal, (24) M. R. Ry. A. R. Chelvaroya Mudaliyar Avergal and (25) M. R. Ry. V. Sundaralinga Chettyar Avergal, the present Municipal Commissioners for the Civil and Military Station of Bangalore (hereinafter referred to as the said Commissioners which expression shall include as well the said present Commissioners as their successors and assigns except where such construction is excluded by the context or is inconsistent with the provisions herein contained) of the other part WHEREAS these presents are intended to be supplemental to a certain memorandum of agreement bearing date the 1st day of February 1897 and made between the Secretary of State of the one part and the said Commissioners of the other part whereby it was agreed amongst other things that the Secretary of State should provide the funds required to meet the whole of the initial outlay on the works necessary for bringing in a supply of water from the Chamrajendra Reservoir to and for distributing the same within the then existing limits of the Civil and Military Station of Bangalore and no charge for interest upon the capital so laid out should be made against the said Commissioners and it was declared that neither the making of house connections nor any future extension of the distribution was included within the meaning of the said agreement the obligations under which were expressly limited to the works detailed in the plan thereto attached AND WHEREAS it was by the said agreement also agreed that the Secretary of State should from and after the completion of the said works provide the said Commissioners with a certain supply of water subject to the provisions thereinafter mentioned AND WHEREAS it has been agreed between the parties hereto that the execution maintenance management and control of all such works as may be necessary from time to time in connection with any further or more extensive distribution of the water agreed to be provided by the Secretary of State under the said recited agreement and also in connection with the making of house connections and the supply of such water to individual house-holders in the said Civil and Military Station of Bangalore shall be undertaken by the Secretary of State on the terms hereinafter mentioned AND WHEREAS it has been found necessary to amend Clause VI of the said agreement of the 1st February 1897 hereinbefore referred to by the addition of the exception hereinafter referred to and recited in paragraph (4) of these presents NOW THESE

PRESENTS WITNESS that it is hereby mutually agreed between the parties hereto as follows (1) In addition to the works detailed in the schedule to the said recited agreement of the 1st day of February 1897 the said Secretary of State shall undertake all such other works including erection of machinery and the laying of pipes and other appliances as shall be necessary in connection with the extension at any time of the system of distribution of the water supplied under the said agreement to the said Commissioners and also in connection with the making of house connections and the supply of such water to individual householders within the present or future limits of the said Civil and Military Station of Bangalore (2) The execution maintenance management and control of such last mentioned additional works shall remain with and be entirely entrusted to the officers of the Government of India duly authorized in that behalf and the nature amount and extent of such works shall be within the sole discretion of the Government of India (3) No such works as aforesaid shall be undertaken except in regard to lands or buildings in the exclusive possession of the Military authorities for military purposes unless and until the same shall have been sanctioned by the said Commissioners and unless and until the whole cost thereof and of any alterations necessitated thereby in the works undertaken by the Secretary of State under the said recited agreement of the 1st day of February 1897 shall have been paid by the said Commissioners to the officer of the Government of India appointed to receive the same. The cost of such works and of such alterations shall be paid in accordance with an estimate to be prepared and submitted to the said Commissioners by the officers of the Government of India who shall be entrusted with the execution of the same works (4) It is also further mutually agreed that Clause VI of the said agreement of the 1st February 1897 be amended by the addition to it of the following words that is to say "except to such rates as may at any time be assessed for the supply of water in excess of the quantities which may be allowed to buildings and premises not so occupied free of charge other than the general water tax." IN WITNESS whereof the parties hereto have hereunto set their hand and seals the day and year first above written.

Signed sealed and delivered

for the Secretary of State by

H. S. BARNES,

Secretary to the Government of India.

In the presence of

F. COWIE,

Assistant Secretary to the Government of India.

The common seal of the Municipal Commission of the Civil and Military Station of Bangalore was affixed to these presents by

L. T. Harris,
President, Municipal Commission,
Civil & Military Station, Bangalore.

Countersigned.

H. Clarke,
Secretary, Municipal Commission.

W. H. Johnson,
Municipal Commissioner,
No. 1 Division

In the presence of

C. C. Duraiswami,
Head Clerk, Municipal Office.

No. XXIV.

Agreement amending Clauses IV and V of the agreement dated the 1st February 1897, regarding Water Supply for the Civil and Military Station of Bangalore—1912.

Memorandum of Agreement made and entered into this sixth day of June Nineteen Hundred and Twelve Between the Secretary of State for India in Council (hereinafter referred to as " the Secretary of State " which expression shall include as well the Secretary of State as his successors and assigns except where such construction is excluded by the context or is inconsistent with the provisions herein contained) of the one part and (1) F. J. Richards, Esq., M.A., I.C.S., President, (2) A. A. Gover, Esq., Vice-President and District Superintendent of Police, (3) Major R. W. Knox, I.M.S., Residency Surgeon, (4) Brevet Colonel F. H. Treherne, R.A.M.C., Senior Medical Officer, (5) Major H. A. D. Fraser, R.E., Officiating Assistant Commanding Royal Engineer, (6) Captain R. A. Chambers, I.M.S., Staff Surgeon, (7) Captain P. L. Hanbury, Station Staff Officer, (8) M. Abdul Rahman Saib, Esq., K.B., Second Magistrate, (9) P. A. Winckler, Esq., L.R.C.P.& S. (Ed.), L.E.P.& S. (Gl.), (10) A. H. Prime, Esq., (11) J. Armstrong, Esq., (12) G. Hall, Esq., (13) C. Haudin, Esq., (14) R. W. Simpson, Esq., (15) W. Davis, Esq., (16) Aga Abbas Ali Saib, (17) Ahmed Sait Saib, (18) N. M. Mahomed Yakub Saib, (19) M. R. Ry. V. Masilamony Chettyar Avl., (20) M. R. Ry. B. V. Venkatasawmy Naidu Garu, (21) M. R. Ry. B. P. Annasawmy Mudaliar Avl., R.B., (22) M. R. Ry. T. P. Neelakanta Mudaliar Avl., (23) M. R. Ry. A. M. Sundra Murthi Mudaliar Avl., (24) M. R. Ry. A. R. Chelvaroya Mudaliar Avl., (25) M. R. Ry. C. N. Suryanarayana Rao Garu, (26) M. R. Ry. M. V. Coopoosawmy Chettyar Avl., the present Municipal Commissioners for the Civil and Military Station of Bangalore (herein referred to as the said Commissioners which expression shall include as well the said present Commissioners as their

successors and assigns except where such construction is excluded by the context or is inconsistent with the provisions herein contained) of the other part.

WHEREAS these presents are intended to be supplemental to a certain Memorandum of Agreement bearing date the first day of February Eighteen Hundred and Ninety Seven and made between the Secretary of State of the one part and the then Commissioners of the said Civil and Military Station of the other part whereby amongst other things it is provided in Clauses III—IV and V of that Agreement that the Secretary of State should provide the said Commissioners with a supply of water equal to two-thirds of the whole quantity of water from time to time received from the Chamrajendra Reservoir in the said Agreement more particularly mentioned subject to the provisions therein mentioned that in consideration thereof such Commissioners should pay annually to the Secretary of State two-thirds of the working expenses actually incurred in and two-thirds of the estimated average annual cost of maintenance of the works thereinbefore mentioned (being the works for or in connection with the said water supply) and that the estimated average annual cost of such maintenance should be calculated and made up as follows :—

(*a*) One per cent. on the total initial outlay on all works, machinery, pipes, etc. (to meet the cost of repairs).

(*b*) Five per cent. on the cost of the machinery and pumps (to meet the cost of renewals).

(*c*) Two per cent. on the cost of the rising main and distribution pipes (to meet the cost of renewals).

and that if at any time the supply of water from the said Reservoir should be insufficient for all the purposes of the said Station the said Commissioners should have no right to any supply of water from the said Reservoir under that Agreement until the requirements of the troops located in the said Station should be fully satisfied.

AND WHEREAS it has been agreed that the said hereinbefore recited provisions of the said Agreement shall be altered and modified in manner hereinafter expressed.

NOW THESE PRESENTS WITNESS that it is hereby mutually agreed between the parties hereto.

(1) THAT the following shall as from the date of commencement of the change be substituted for the percentages specified in clause IV of the said Agreement as hereinbefore recited as those by or according to which the estimated average annual cost of the maintenance were to be calculated, *viz.* :—

(*a*) Five and a half per cent. on the cost of machinery and pumps,

(*b*) Two and a half per cent. on the cost of pipes,

(*c*) Two per cent. on the cost of buildings and works other than pipes or machinery,

and that the estimated average annual cost of such maintenance shall as from such last mentioned date be calculated by or be according to such last mentioned percentages accordingly.

(2) THAT as from the date last aforesaid there shall be no right in any circumstances to a preferential supply of water to the troops located in the said Station as provided by Clause V of the said Agreement as hereinbefore recited but the said Commissioners shall be entitled at all times and in all circumstances to a supply of water equal to two-thirds of the whole quantity from time to time received in the said Station from the said Reservoir and the said Agreement shall accordingly as from the date last aforesaid be read as if the words " the said Commissioners shall have no right to any supply of water from the said Reservoir under this Agreement or otherwise until the requirements of the troops located in the said Station shall be fully satisfied and " were deleted from the said last mentioned clause.

IN WITNESS whereof this Agreement is sealed with the Common Seal of the Commissioners and has been signed by the President and one Commissioner and countersigned by the Secretary in accordance with Section 36(1) of the Bangalore Municipal Law of 1897 the day and year first above written.

F. J. RICHARDS,
President, Municipal Commission,
Civil and Military Station, Bangalore.

B. P. ANNASAWMY MOODR.,
Municipal Commissioner,
No. III Division.

Countersigned.

H. CLARKE,
Secretary.

AND the Secretary to the Government of India in the Foreign Department, acting for and on behalf of the Secretary of State, has hereunto set his hand and seal of the Government of India, this the thirtieth day of August 1912.

A. H. McMAHON,
Secretary to the Government of India.

In the presence of—

G. MARSHALL,
Registrar, Foreign Department.

No. XXV.

AGREEMENT between the SECRETARY of STATE and HIS HIGHNESS the MAHARAJA of MYSORE for the installation and operation of a combined JEWELL GRAVITY FILTER PLANT for the improvement of the WATER SUPPLY of the CITY and the CIVIL and MILITARY STATION of BANGALORE,—1913.

MEMORANDUM of AGREEMENT made this seventeenth day of January one thousand nine hundred and thirteen BETWEEN THE SECRETARY of STATE FOR INDIA in COUNCIL (hereinafter referred to as the Secretary of State, which term where the context so admits, shall include the Secretary of State, his successors in office and assigns) of the one part and HIS HIGHNESS SIR SRI KRISHNARAJA WADIYAR BAHADUR, G.C.S.I., MAHARAJA of MYSORE (hereinafter referred to as the Maharaja which term, where the context so admits shall include the Maharaja of Mysore and his successors) of the other part.

WHEREAS it is considered desirable to instal and operate a JEWELL GRAVITY FILTER PLANT for the improvement of the water supply of Bangalore City (hereinafter called the City) and the Civil and Military Station of Bangalore (hereinafter called the Station) both of which supplies are drawn from the Hessarghatta Tank, the City Supply being controlled and managed by the Government of Mysore and the Station Supply by the Military Works Services.

Now it is hereby mutually agreed by and between the parties hereto as follows :—

1. THE Maharaja shall at his own cost and expense cause to be installed upon a site already agreed upon between the parties and situate on the existing City Filter beds between Bangalore and Yeswanthapur, a Jewell Gravity Filter Plant consisting of six Jewell Gravity Filters capable of dealing with not less than three million Imperial gallons of water per twenty four hours with the necessary tanks, pipes, settling and coagulating basins, foundations, buildings, working platforms, pumps, motors, and other apparatus and fittings in accordance in all respects which the specifications contained in an agreement dated the twenty eighth day of November one thousand and nine hundred and seven and made between the Jewell Export Filter Company of the one part and the Maharaja of the other part, a copy of which agreement is hereto annexed.

2. THE said installation shall be connected to the complete satisfaction of the Secretary of State as signified in writing under the hand of the Assistant Commanding Royal Engineer, Bangalore Brigade, with the existing water supply plants of both the City and the Station at Bangalore aforesaid according to the plans already submitted to and approved on behalf of the Government of India copies whereof are hereto annexed) and if in the opinion of the said Assistant Commanding Royal Engineer, Bangalore Brigade, and the Chief Engineer to the Government of His Highness the Maharaja of Mysore, any additions or alterations to the said plans are hereafter found to be necessary or desirable in order to ensure the efficient and harmonious working of the whole scheme of supply, then and in such case the said installation shall be connected as aforesaid with

the abovementioned plants according to the amended plans and to the complete satisfaction of the Secretary of State signified as aforesaid.

3. The Secretary of State shall within three months of the date upon which the said Jewell Gravity Filter Plant shall be duly and completely installed and connected with the said existing water supply plants of the City and the Station in accordance with the terms hereof (such date to be mutually agreed upon between the parties hereto) repay to the Maharaja half the actual cost as certified by his Highness the Maharaja's Government of the Installation and its connection with existing plants. The Secretary of State shall also pay to His Highness the Maharaja's Government charges for establishment, and tools and plant calculated at twenty-three per cent. and one and a half per cent. respectively on the share of the cost of the work referred to above payable by the Imperial Government, such work being that actually done locally, that is, after excluding the cost of items referred to in paragraph 1885, Chapter XIV, Section IX (*a*), (*b*), (*c*) and (*e*) of the Government of India, Public Works Department Code (Edition corrected to thirty-first October one thousand nine hundred and seven) and it is agreed that the estimate as accepted by the Government of India shall not be exceeded without the approval of that Government.

4. The entire cost of the realignment of the rising and delivery mains of the Civil and Military Station including the cost of the extra piping and fittings required for the purpose shall be borne by the Secretary of State.

5. In consideration of the aforesaid payments by the Secretary of State to the Maharaja and also of the quarterly payments hereinafter agreed to be made by the Secretary of State to the Maharaja the Secretary of State shall have liberty jointly with the Maharaja to cause water to be pumped from the said Hessarghatta tank to, and to have the same filtered by, the said Jewell Gravity Filter Plant hereinbefore agreed to be installed and shall be entitled to have supplied therefrom to the Station Reservoir a supply of filtered water not exceeding one and a half million Imperial gallons per day of twenty four hours a like quantity of filtered water being the maximum limit which it shall be lawful for the Maharaja to have supplied to the City Reservoir.

6. The plant shall be operated and maintained (subject as hereinafter is mentioned) in the best possible and most approved manner by and at the cost of the Maharaja from and immediately after installation and connection thereof as aforesaid and in accordance with the rules contained in the Schedule hereto, which said rules shall be considered to be and the parties mutually agree that they shall form part of this Agreement.

7. The Secretary of State shall repay to the Maharaja (subject as hereinafter is mentioned) yearly and every year during the continuance of this Agreement by quarterly payments on or before the fifteenth day of January, the fifteenth day of April, the fifteenth day of July and the fifteenth day of October, one half of the cost of the said operation and maintenance the first of such payments to be made on the quarter day next after the said plant shall be completely installed and connected and the amounts thereof to be ascertained and regulated in the manner specified in the said rules comprised in the said Schedule hereto.

8. For the purpose of this Agreement the words "operation and maintenance" shall mean and include (1) salaries of staff, (2) contribution on account of leave and pension at fourteen per cent. on the gross charges for the permanent pensionable establishment, (3) cost of petty stores, coagulants, all repairs and renewals (except as is hereinafter mentioned) to tanks, pipes, settling and coagulating basins, foundations, buildings, pumps, motors and other apparatus and fittings belonging to or used in connection with the said plant together with charges of supervision at ten per cent. on such cost, (4) charges for the supply of electrical energy for working the plant as specified in clause 9 below and (5) such other charges as may from time to time be found necessary for the proper carrying on of the work of the filters.

9. The rate to be paid for the electrical power supplied for working the plant shall be half an anna per kilowatt hour delivered to the motor terminals as registered by the suppliers recording meters installed for the purpose.

10. If the consumption of filtered water by the Station in any one year shall exceed or be less than the consumption by the City during the same period to the extent of sixty million Imperial gallons or more, then and in such case the share to be paid by each party for the year on account of "operation and maintenance" shall be calculated in proportion to the quantity of filtered water used by each, such quantities for the purposes of this calculation being taken as the nearest whole number in millions of Imperial gallons to the quantities actually measured and recorded. The provisions of this clause shall not affect the payment by the Secretary of State of the quarterly sums agreed to be paid to the Maharaja under clause 7 hereof, but all adjustments (if any are found to be necessary under this clause) shall be made at the close of each Mysore official year (ending the thirtieth June) and in the event of any balance being found to be due to the Maharaja the same shall thereupon be paid to him by the Secretary of State and in the event of any balance being found to be due to the Secretary of State the same shall thereupon be repaid to him by the Maharaja.

11. In the event of any repairs, renewals, additions or alterations of the estimated cost of rupees five thousand or upwards becoming necessary to the said plant or buildings, then in such case the cost of such repairs, renewals, additions or alterations if carried out shall be considered as not coming within the meaning of the term "operation and maintenance" as defined by clause 8 hereof, but shall be dealt with separately on its merits, the apportionment of the cost being subject to the mutual consent of the parties hereto. PROVIDED ALWAYS that no such repairs, renewals, additions or alterations as last above mentioned shall be carried out by the Maharaja without the consent of the Secretary of State as signified in writing under the hand of the said Assistant Commanding Royal Engineer, Bangalore Brigade, being first had and obtained.

12. The Government of His Highness the Maharaja shall not be held liable to the Secretary of State if owing to any accidents or other unavoidable causes regular water supply fails.

13. This agreement shall remain in force for a period of five years from the date upon which the said Jewell Filter Gravity Plant is completely installed

and connected with the existing water-supply plants of the City and the Station, and takes up full service and at the expiration of the said period of five years the same shall be renewed for a similar period subject to any modifications that may be mutually agreed upon between the parties hereto.

14. In the event of any dispute, difference, or question arising between the said parties hereto as to the construction, meaning or effect of this Agreement or of any clause or thing herein contained or as to the rights or liabilities of the said parties respectively under this Agreement or otherwise howsoever in relation to the premises then every such dispute, difference or question shall be referred to a committee of arbitration consisting of three persons to be appointed as follows:—

One member by the Government of India.
One member by the Government of Mysore.
The third member to be mutually agreed upon by the above two members.
The award or decision which shall be made by the majority of the committee of arbitration appointed as above shall be final and binding in all respects upon the said parties hereto respectively.

COPY OF AGREEMENT REFERRED TO IN CLAUSE 1 OF ABOVE AGREEMENT.

This Agreement made this Twenty eighth day of November A.D. One thousand nine hundred and seven BETWEEN THE JEWELL FILTER COMPANY a Corporation of the State of West Virginia, U. S. A. party of the first part, hereinafter called the Company and THE GOVERNMENT of HIS HIGHNESS the MAHARAJA of MYSORE, INDIA hereinafter called the Purchaser, party of the second part.

WITNESSETH that in consideration of the mutual covenants and agreement hereinafter contained, and the performance of the conditions hereinafter mentioned and the several payments hereinafter provided to be made at the times hereinafter provided the parties hereto agree together as follows:—

1. THE COMPANY agrees to construct in a substantial and workmanlike manner and to erect upon foundations in a building and within reinforced concrete tanks to be furnished and built by the Purchaser.

A Jewell Gravity Filter Plant.

The said filter plant shall be capable of dealing with three million Imperial gallons of water per twenty four hours and shall be in conformity with the specifications and the Company's plans having index numbers 571, 572, 573, 574 and shall consist of six Jewell Gravity Filters each seventeen feet inside diameter by twelve and one half feet high (from bottom of Weston Automatic Controller to top of Filter Tank).

The Company agrees to provide—

First.—The water pipes and valves within the inner wall of the main filter building which may be necessary to unite the separate filter as a battery of filters. All pipes relating to the filters, which may be shown by the Company's plant,

extend to a distance of not more than four feet from the interior wall of the building shall be furnished by the Company.

The main supply pipe shall be at least twenty inches in diameter.

The main wash pipe shall be ten inches in diameter.

The main sewer pipe shall be sixteen inches in diameter.

All of the above shall be complete with branch pipes and valves connected to each filter. No pipes, valves, or metal fittings relative to the filters in the main filter building shall be supplied by the Purchaser.

2. A complete coagulating apparatus for sulphate of alumina with mixing tanks and with all the necessary valves, pipes and appurtenances to connect it with both the settling basins and with the main battery of filters.

3. The necessary extension rods, wheel stands and wheels in order that the filters may be operated from a working platform.

4. All the shafting, hangers, brackets, pulleys and belting inside the filter room.

5. All the valves, pipes, agitators, mainfolds, strainers, automatic inlet regulators and other necessary parts except as hereinafter specified.

6. A Weston Automatic Controller and an Automatic Wash Indicator for each filter.

7. Complete working drawings of the filter plant foundations and reinforced concrete filter tanks.

8. All the cast iron flanges, brackets, pipes and other metal parts which the Purchaser will require in order to construct his reinforced concrete filter tanks in conformity with the Company's plans.

Second.—THE PURCHASER agrees to provide—

The reinforced concrete filter tanks constructed under the plans to be furnished by the Company.

2. A settling and coagulating basin having a capacity of not less than five hundred thousand Imperial gallons.

3. The foundations.

4. The buildings.

5. The working platform.

6. The painting, should any be required.

7. All concrete works.

8. All Light, Heat and Power.

9. All carpenter work.

10. All other work, labour material and construction apparatus not herein agreed to be furnished by the Company.

11. All Pumps and motors.

12. The sand and gravel for the filter beds which shall be of sizes and quality approved by the Company.

Third.—THE COMPANY guarantees under the conditions herein set forth for a period of one year from the date of the completion of said plant—

1. That the filter plant shall be capable of delivering an average of not less than three million Imperial gallons of water in twenty four hours.

2. That the filtered water shall be bright, clear and practically free from matter in suspension and color.

3. That when the number of bacteria in the unfiltered water is three thousand per cubic centimeter or more, there shall be an average reduction in the filtered water of not less than ninety seven per cent.

4. That when the number of bacteria in the unfiltered water is less than three thousand, the average number of bacteria in the filtered water shall not exceed seventy five in number in each cubic centimeter.

5. That the filtered water shall not contain more alumina or iron than the unfiltered water.

All of the above guarantees are given subject to the condition that the filter plant shall be operated in accordance with the Company's instructions.

Fourth.—Should tests be required to demonstrate the performance of the above guarantees they shall be made by the Bacteriologist of the Mysore Government at the expense of the Purchaser.

TESTS to determine the number of bacteria in the water shall be made as follows :—

The samples for bacteriological examination shall be collected in sterilized bottles and plated within one hour after collection. The cultures shall be in nutrient agar at 37 centigrade. Cultures need not be kept longer than thirty six hours.

No official test shall be made until the filter plant shall have been in continuous operation for at least one month. Samples shall be taken from each of the six filters at least once a day for ten days or as often in excess thereof as the Mysore Government Bacteriologist may desire, for a period not exceeding thirty days, and the average results of all such samples shall constitute the bacteriological efficiency of the filter plant.

Fifth.—If through the fault of the Company any parts of the apparatus furnished through the Company prove defective or require renewal during the period of one year from the date of the starting of the filter plant in operation, they shall be repaired or replaced at the expense of the Company.

Sixth.—THE PURCHASER agrees that the character of the foundations, building, filter tanks and working platforms shall be suitable for the said filter plant.

That sufficient filtered water from the Purchaser's pumps shall be available for washing the filters.

Seventh.—The Company agrees to have all its material for the filter plant which is to be sent from the United States and England with the exception of the coagulant apparatus which it is desirable to deliver last ready for shipment at New York, or English Port six months after the date of the signing of this contract.

Eighth.—THE PURCHASER agrees to have the foundations, building, filter tanks, and other necessary preliminary work to be done by the Purchaser, ready for the Company to proceed with the erection of its filter plant within ninety days after the arrival in India of the Company's first consignment of material called for by this contract, and thereafter to provide the other work, materials, and

construction to be provided by the Purchaser as rapidly as may be required by the Company unless delayed by non-receipt of working drawings from the Company which drawings the Company agrees to furnish within ninety days after the date of the signing of this contract, unless delayed by reason of fire, strikes or other unforeseen and unavoidable accidents in which event this agreement as to the time of completion shall not be enforced.

Ninth.—The Company agrees to have the said filter plant erected and ready for operation within ninety days from the completion of the foundations of the filter tank, building and other necessary preliminary work, unless delayed by reason of fire, strikes, loss or damage at sea, or other unforeseen and unavoidable accidents, in which event this Agreement as to time of completion shall not be enforced.

Tenth.—It is agreed that if the work of the Company is delayed by any act or omission of the Purchaser or by reason of any delay or failure in the performance of this contract by the Purchaser, and said delay or delays shall cover a period of ninety days, all payments shall become due and payable at the dates when they would have become due and payable under this contract, had the work proceeded in accordance with the terms thereof without such delays.

Eleventh.—The Company agrees to furnish the services of an expert Constructing Engineer who shall proceed to the location of the filter plant at Bangalore within thirty days after the Company's Calcutta office shall have received written notice from the Purchaser instructing him to so proceed.

The Purchaser agrees to furnish the Company, through said Constructing Engineer with all the labour he may require to erect and connect the parts of the filter plant and to provide suitable native operators to operate the plant under the instructions of the Company's Constructing Engineer. The Purchaser agrees to pay for the transportation of the Company's Constructing Engineer from Calcutta to Bangalore and return to Calcutta first class rail, and to pay the company for the services of said Constructing Engineer the sum of forty shillings sterling per day from the day he starts from Calcutta until his arrival back in Calcutta. The Purchaser reserves the right to retain the services of the Company's Construting Engineer in Bangalore for the period of one month after the filter plant has been started in operation in order that he may instruct the native employés of the Purchaser in the proper operation of the plant.

Twelfth.—All marine insurance and freight on the Company's shipments as far as ship's side Mormugao shall be prepaid by the Company.

Thirteenth.—The Purchaser shall insure for the Company's benefit for three thousand pounds sterling the Company's shipments from ship's side to site of works and shall defray all expenses of transporting said shipments from ship's side, Mormugao to point of destination.

Fourteenth.—The Purchaser agrees to pay to the Company the sum of five thousand seven hundred and sixty pounds sterling in cash payments in the following manner to wit:—

1. Upon receipt in London of Bills of Lading and Insurance papers for all the material called for by this contract to be shipped from the United States or

England not including the coagulant apparatus, fifty per cent. of the contract price for the filter plant, *viz.*, two thousand eight hundred and eighty pounds sterling.

2. There shall be payable in London upon the completion of the filter plant at Bangalore thirty five per cent. of the contract price, *viz.*, two thousand and sixteen pounds sterling.

3. There shall be payable in London upon fulfilment of the guarantees given for a period of ninety days after the filter plant has been started in operation fifteen per cent. of the contract price, *viz.*, eight hundred and sixty four pounds sterling.

Should the said guarantees not be fulfilled then the last payment of fifteen per cent. shall not be made until they shall have been fulfilled and any changes or alterations considered necessary to obtain this end shall be made wholly at the Company's expense.

All said payments shall be made in London in sterling to Messieurs Brown Shipley and Company the duly appointed agents of the Company for that purpose at their office No. 123 Pall Mall, London, S. W. or at their City Office, Founders Court Lothbury in the City of London and no alteration shall be made in this clause without the assent of the said Messieurs Brown Shipley and Company.

Fifteenth.—Upon the making of any shipments of the Company to the Purchaser duplicate invoices describing the contents of each package and duplicate Bills of Lading shall at once be mailed to the Chief Engineer of the Mysore Government at Bangalore. When the Company shall have completed shipments, the Company's agents in London will deliver to Messieurs Coutts and Company, Bankers, Strand London, or to the duly authorised representative of the Mysore Government in London the original Bills of Lading with invoices duly attested. Such Bills of Lading and invoices shall be evidence that the company has shipped the material called for by this contract and Messieurs Coutts and Company, Bankers, of Strand London, shall then pay to the Company one half of the contract price as herein agreed and provided. Payment shall be made by depositing with Messieurs Brown Shipley and Company, 123, Pall Mall, London, S. W., to the credit of the Jewell Export Filter Company the amount herein provided.

The second and third payments herein provided shall also be made in similar manner by Messieurs Coutts and Company at the times called for by this Agreement upon certification by the Purchaser through his duly authorised representative that the said payments are due and payable.

Sixteenth.—The Company shall give to the Purchaser bond of an acceptable trust or security company for the sum of one thousand pounds sterling the said bond to extend over a period of one year from the date of starting the filter plant in operation the said bond to be for the faithful performance of all the provisions of this contract.

Seventeenth.—If by accident or otherwise any part or parts of any filter machinery or apparatus called for by this Agreement to be provided by the Company shall be found not to have been shipped as herein provided, the Purchaser reserves

the privilege to supply such missing parts, to charge the cost of the same against the Company, and to deduct said cost from the next ensuing payment.

Eighteenth.—It is mutually understood and agreed that all the conditions contemplated by this contract are herein expressed and that no verbal agreement or representation shall be binding upon either party.

Nineteenth.—No variation of this contract by any subsequent Agreement shall be binding unless endorsed hereon in writing and signed by the President or Vice-President of the Company and by the authorised representative of the Purchaser.

Twentieth.—Any disagreement arising under this contract shall be determined by arbitration as follows :—

Each party shall appoint an arbitrator, and the two chosen shall select a third. The decision of a majority of them in writing shall be final and binding upon both parties hereto.

The party against whom the decision is made shall pay the expenses of arbitration. If the decision is against both, said expenses shall be divided between the parties in the proportion which the arbitrators shall determine.

In Witness whereof the parties hereto have hereunto set their names and seals respectively the day and year above written.

Attest.

ARTHUR LINCOLN,

Secretary.

Jewell Export Filter Company.

Vice-President and Acting President,

(Pursuant to Resolution of Executive Committee of Board of Directors.)

The Government of His Highness the Maharaja of Mysore.

Witness.

BERNARD DAWES, *Captain, R.E.*

8th July 1908.

W. MCHUTCHIN,

Secretary to Government,

Public Works Department.

Jewell Export Filter Company,

Office of the Secretary,

New York, N. Y., 29th Wall Street,

November 29th, 1907.

The undersigned Arthur Lincoln, Secretary of the Jewell Export Filter Company, a Corporation organized under the laws of the State of West Virginia, United

States of America, hereby certifies that the following is a true copy of Resolution adopted by the Executive Committee of the Board of Directors of Jewell Export Filter Company at a meeting of said Executive Committee held on November 26th, 1907.

Resolved.—That the Vice-President and Acting President and the Secretary be authorized to execute and deliver on behalf of the Company the Form of Contract between the Company and the Government of His Highness the Maharaja of Mysore, India, and that a copy of said contract be incorporated in the Minutes of this Meeting.

ARTHUR LINCOLN,

Secretary, Jewell Export Filter Company.

United States of America.

State of New York.

County of New York.

On the twenty-seventh day of November in the year one thousand nine hundred and seven, before me personally came Arthur Lincoln to me known who being by me duly sworn did depose and say that he resided in New York, N. Y. that he is the Secretary of the Jewell Export Filter Company, the Corporation described in and which executed the above instrument; that he knew the seal of said Corporation that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he sign his name thereto by like order.

BRINARD AVERY,

Notary Public, New York County.

In Witness whereof the said parties to these presents have hereunto set their respective hands and seals the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO.

RULES FOR THE OPERATION OF THE BANGALORE CITY AND CIVIL AND MILITARY STATION JOINT JEWELL GRAVITY FILTER PLANT.

1. The staff employed in operating the said plant shall be engaged and their salaries, leave allowance and pensions, disbursed by the Government of His Highness the Maharaja of Mysore and each individual so employed shall be bound by and subject to the Rules laid down for the time being by that Government.

2. The said plant including all books and records relating thereto shall be open at all reasonable times to inspection by any duly authorised representative of the Government of India.

3. A daily record shall be kept at the Filter House showing clearly—

(a) the quantity of unfiltered water delivered during the 24 hours to the filtered plant by the rising main from the Civil and Military Station pumping plant,

(b) the quantity of unfiltered water delivered during the 24 hours to the filtered plant, by the rising main from the City Pumping plant,

(c) the quantity of filtered water supplied to the Civil and Military Station reservoir,

(d) the quantity of filtered water supplied to the City reservoir,

(e) the quantity of water used for washing filters during the 24 hours.

4. The quantities *a*, *b*, *c*, *d* and *e*, as above, shall be measured and registered by water meters of the latest and most generally approved type suitably located in the respective mains at the Filter House, and the readings of these meters shall, for the purposes of computing quantities, be accepted as correct by both parties to this Agreement.

5. The daily quantity to be supplied by the filters to the respective pure water reservoirs is to be approximately equal to that pumped up to the filters by each party subject to the necessary deduction on account of the water used for (a) washing the filters daily, (b) loss by evaporation or percolation in the subsidence tank, and clear water cistern, (c) water used for the periodical cleaning of the above tank and for the scouring out of the pipe lines.

6. The total quantity supplied by the filters to the respective pure water reservoirs shall be computed at the end of each month and accounts of the same forwarded to the local representative of the Government of India, *i.e.*, the Assistant Commanding Royal Engineer, Bangalore District, Military Works Services. The Government of His Highness the Maharaja shall certify at the end of each quarter the charges incurred for the operation and maintenance of the plant to the local representative of the Government of India, *i.e.*, the Assistant Commanding Royal Engineer, Bangalore District, Military Works Services, and one half of the amount for the quarter so certified shall be the amount to be paid by the Secretary of State under clause 7 of the Agreement.

7. The responsibility of the Mysore Government, with regard to the supply of filtered water, will be considered to cease with its delivery into the pipe at the Filter House leading thence into the Civil and Military Station Reservoir. The station main, valves, meters, etc., within boundary of the Filter House, will be repaired and maintained by the Government of Mysore and the cost of the work done including supervision charges will be recovered from the Government of India.

8. A register shall be maintained of the results of the Bacteriological tests to be carried out weekly by an officer of the Mysore Government and every facility

shall be given for the making of similar tests by the officer or officers duly appointed by the Government of India for that purpose.

Signed Sealed and Delivered by Secretary to the Government of India, Foreign Department, for and on behalf of His Excellency the Governor-General of India in Council acting in the premises for and on behalf of the Secretary of State for India in Council in the presence of

A. H. McMahon,
Secretary to the Government of India in the Foreign Department.

G. Marshall,
Registrar, Foreign Department.

Signed Sealed and Delivered by Dewan of Mysore acting in the premises for and on behalf of His Highness Sir Sri Krishnaraja Wadiyar Bahadur, G.C.S.I., in the presence of

M. Viswarya,
Dewan of Mysore.

17th Jan. 1913.

Witnesses.

Pet. Geo. D'Souza,
Under Secretary with Dewan.

B. V. Lakshman Row,
Superintendent, Dewan's Office.

No. XXVI.

Treaty between the British Government and His Highness Maharaja Sri Krishnaraja Wadiyar Bahadur IV, G.C.S.I., Maharaja of Mysore, and his successors, executed on the one part by the Honourable Lieutenant-Colonel Sir Hugh Daly, K.C.I.E., C.S.I., in virtue of the full powers vested in him by the Governor-General of India in Council, and on the other part by His Highness Maharaja Sri Krishnaraja Wadiyar Bahadur aforesaid, in person,—1913.

Whereas the Rulers of the territories of Mysore have, since the restoration to them of the said territories in 1881, evinced their zeal and attachment to the Crown, and whereas the administration of the Mysore State has been conducted during the past thirty-two years to the satisfaction of the British Government, and whereas, in order to mark the high esteem in which His Highness the Maharaja is held by the British Government, the Governor-General of India in Coun-

cil is desirous of making certain changes in the conditions laid down at the time of such restoration, the following Articles are hereby agreed upon :—

ARTICLE 1.

The Maharaja Sri Krishnaraja Wadiyar Bahadur and those who succeed him in manner hereinafter provided shall be entitled to hold possession of, and administer, the said territories perpetually, subject to the conditions hereinafter prescribed.

ARTICLE 2.

The succession to the administration of the said territories shall devolve upon the lineal descendants of the said Maharaja Sri Krishnaraja Wadiyar Bahadur, whether by blood or adoption, according to the rules and usages of his family, except in case of disqualification through manifest unfitness to rule :

Provided that no succession shall be valid until it has been recognised by the Governor-General in Council.

In the event of a failure of lineal descendants, by blood and adoption, of the said Maharaja Sri Krishnaraja Wadiyar Bahadur, it shall be within the discretion of the Governor-General in Council to select as a successor any member of any collateral branch of the family whom he thinks fit.

ARTICLE 3.

The Maharaja Sri Krishnaraja Wadiyar Bahadur and his successors (hereinafter called the Maharaja of Mysore) shall at all times remain faithful in allegiance and subordination to His Imperial Majesty the King-Emperor of India, His Heirs, and Successors, and perform all the duties which in virtue of such allegiance and subordination may be demanded of them.

ARTICLE 4.

The British Government having undertaken to defend and protect the said territories against all external enemies, and to relieve the Maharaja of Mysore of the obligation to keep troops ready to serve with the British Army when required, there shall, in consideration of such undertaking, continue to be paid from the revenues of the said territories to the British Government an annual sum of Government Rupees thirty-five lakhs in two half-yearly instalments.

ARTILCE 5.

The British sovereignty in the island of Seringapatam having ceased and determined, the said island shall continue part of the said territories and be held by the Maharaja upon the same conditions as those subject to which he holds the rest of the said territories.

ARTICLE 6.

The Maharaja of Mysore shall not, without the previous assent of the Governor-General in Council, build any new fortresses or strongholds, or repair for military purposes the defences of any existing fortresses or strongholds in the said territories.

ARTICLE 7.

The Maharaja of Mysore shall not, without the permission of the Governor-General in Council, import, or permit to be imported, into the said territories, arms, ammunition or military stores, and shall prohibit the manufacture of arms, ammunition and military stores throughout the said territories, or at any specified place therein, whenever required by the Governor-General in Council to do so.

ARTICLE 8.

The Maharaja of Mysore shall not object to the maintenance or establishment of British cantonments in the said territories whenever and wherever the Governor-General in Council may consider such cantonments necessary. He shall grant free of all charge such land as may be required for such cantonments, and shall renounce all jurisdiction within the lands so granted. He shall carry out in the lands adjoining British cantonments in the said territories such sanitary measures as the Governor-General in Council may declare to be necessary. He shall give every facility for the provision of supplies and articles required for the troops in such cantonments and on goods imported or purchased for that purpose no duties or taxes of any kind shall be levied without the assent of the British Government.

ARTICLE 9.

The military force employed in the Mysore State for the maintenance of internal order and the Maharaja's personal dignity, and for any other purposes approved by the Governor-General in Council, shall not exceed the strength which the Governor-General in Council may, from time to time, fix. The directions of the Governor-General in Council in respect to the enlistment, organisation, equipment and drill of troops shall at all times be complied with.

ARTICLE 10.

The Maharaja of Mysore shall abstain from interference in the affairs of any other State or Power, and shall have no communication or correspondence with any other State or Power, or the Agents or Officers of any other State or Power, except with the previous sanction and through the medium of the Governor-General in Council.

ARTICLE 11.

The Maharaja of Mysore shall not employ in his service any person not a native of India without the previous assent of the Governor-General in Council, and shall, on being so required by the Governor-General in Council, dismiss from his service any person so employed.

ARTICLE 12.

The coins of the Government of India shall be a legal tender in the said territories in the cases in which payment made in such coins would, under the law for the time being in force, be a legal tender in British India; and all laws and rules for the time being applicable to coins current in British India shall apply to coins current in the said territories. The separate coinage of the Mysore State, which has long been discontinued, shall not be revived.

ARTICLE 13.

The Maharaja of Mysore shall grant free of all charge such land as may be required for the construction and working of lines of telegraph in the said territories wherever the Governor-General in Council may require such land, and shall do his utmost to facilitate the construction and working of such lines. All lines of telegraph in the said territories, whether constructed and maintained at the expense of the British Government, or out of the revenues of the said territories, shall form part of the British telegraph system and shall, save in cases to be specially excepted, by agreement between the British Government and the Maharaja of Mysore, be worked by the British Telegraph Department; and all laws and rules for the time being in force in British India in respect to telegraphs shall apply to such lines of telegraph when so worked.

ARTICLE 14.

If the British Government at any time desires to construct or work, by itself or otherwise, a railway in the said territories, the Maharaja of Mysore shall grant such lands as may be required for that purpose, and shall transfer to the Governor-General in Council plenary jurisdiction within such land; and no duty or tax whatever shall be levied on through traffic carried by such railway which may not break bulk in the said territories.

ARTICLE 15.

The Maharaja of Mysore shall cause to be arrested and surrendered to the proper officers of the British Government any person within the said territories accused of having committed an offence in British India, for whose arrest and surrender a demand may be made by the British Resident in Mysore, or some other officer authorised by him in this behalf; and he shall afford every assistance for the trial of such persons by causing the attendance of witnesses required, and by such other means as may be necessary.

ARTICLE 16.

Plenary criminal jurisdiction over European British subjects in the said territories shall continue to be vested in the Governor-General in Council, and the Maharaja of Mysore shall exercise only such jurisdiction in respect to European British subjects as may from time to time be delegated to him by the Governor-General in Council.

ARTICLE 17.

The Maharaja of Mysore shall comply with the wishes of the Governor-General in Council in the matter of prohibiting or limiting the manufacture of salt and opium, and the cultivation of poppy, in Mysore; also in the matter of giving effect to all such regulations as may be considered proper in respect to the export and import of salt, opium and poppy heads.

ARTICLE 18.

All laws and rules having the force of law, which existed at the time of the restoration of the said territories in 1881 and are shewn in the schedule hereto

annexed, shall, in so far as they are in force at the date of this Treaty, be maintained and efficiently administered, and, except with the previous consent of the Governor-General in Council, the Maharaja of Mysore shall not repeal or modify such laws, or pass any laws or rules inconsistent therewith.

ARTICLE 19.

No material change in the system of administration now in force shall be made without the consent of the Governor-General in Council.

ARTICLE 20.

All title-deeds granted and all settlements of land-revenue made during the administration of the said territories by the British Government, and in force at the time of the rendition of the said territories, shall be maintained in accordance with the respective terms thereof, except in so far as they may be rescinded or modified either by a competent court of law, or with the consent of the Governor-General in Council.

ARTICLE 21.

While disclaiming any desire to interfere with the freedom of the Maharaja of Mysore in the internal administration of his State in matters not expressly provided for herein, the Governor-General in Council reserves to himself the power of exercising intervention, in case of necessity, by virtue of the general supremacy and paramount authority vested in him, and also the power of taking such precautionary or remedial action as circumstances may at any time appear to render necessary to provide adequately for the good government of the people of Mysore or for the security of British rights and interests within that State.

ARTICLE 22.

This Treaty shall supersede all other documents by which the position of the British Government with reference to the said territories has been formally recorded. And if any question arise as to whether any of the above conditions has been faithfully performed, or as to whether any person is entitled to succeed, or is fit to succeed, to the administration of the said territories, the decision thereon of the Governor-General in Council shall be final.

Signed, sealed and exchanged at Mysore on the twenty-sixth day of November in the year one thousand nine hundred and thirteen of the Christian era.

KRISHNARAJA WADIYAR.

H. DALY.

HARDINGE of PENSHURST.

This Treaty was ratified by His Excellency the Viceroy and Governor-General of India at Bankipore on the first day of December 1913.

J. B. WOOD,

Secretary to the Government of India,
Foreign Department.

SCHEDULE.

Schedule showing the Laws in force and Rlues having the force of Law in the Territories of Mysore, on the 25th March 1881, and annexed to the Treaty of 1913.

PART I.

General Acts.

Number and year.	Title or short title.	Enactment, if any, by which Act repealed in part or amended.	Local extent and personal application, if any, prescribed.	Modifications.
1	2	3	4	5
XX of 1847 . .	For the encouragement of learning in the territories subject to the Government of the East India Company, by defining and providing for the enforcement of the right called copy-right therein.	Repealed in part by Acts IX of 1871 and I of 1879.	Extends to the whole Province.	....
XIX of 1850, in part.	Concerning the binding of Apprentices; in part namely :—			
	The preamble, Sections 1 to 4 (both inclusive), 8, 9, 10 (except the passage relating to apprentices bound to sea service and the words "or Registering Officer"), 11 and 12 (except in each Section the words "or Registering Officer"), 13 (except the words "in the said territories"), 14, 15 (except the words "or on board the vessel to which he belongs"), 16, 17, 18 (except the words "referring to causes of complaint arising on boardship"), 19, 20 (except the words "or Registering Officer"), 21, 24 (except the words "without the said towns and island"), and 25, Schedule A (except the words "and seals" and the letters "L. S.") and Schedule B.	....	Ditto . Applies only to European and Eurasian children.	To Section 3, *add* "or required to find security for good behaviour." In Section 11, *for* "8" *read* "9". In Sections 19, 20 and 21, and in Schedules A and B, *for* "executors or administrators" and "executors and administrators" *read* "legal representatives".
XIII of 1859 .	To provide for the punishment of breaches of contract by Artificers, Workmen and Labourers in certain cases.	....	Extends to the whole Province.	....
XXVII of 1860 .	For facilitating the collection of debts on successions and for the security of parties paying debts to the representatives of deceased persons.	....	Ditto	....
XLV of 1860 . .	The Indian Penal Code	Amended by Acts XXVII of 1870 and XIX of 1872.	Ditto .	....

V of 1861	For the regulation of Police	Repealed in part by Act I of 1871.	Extends only to the town of Bangalore.	....
VI of 1864	To authorise the punishment of whipping in certain cases.	Repealed in part by Act X of 1872.	Extends to the whole Province.	....
X of 1865	The Indian Succession Act, 1865	Repealed in part by Acts VII of 1870 and XV of 1877.	Extends to the whole Province. Does not apply to Native Christians.	....
XI of 1865	To consolidate and amend the law relating to Courts of Small Causes beyond the local limits of the Ordinary Original Civil Jurisdiction of the High Courts of Judicature.	Repealed in part by Act VII of 1870 and by Act X of 1877 as amended by Act XII of 1879, Section 99.	Extends to the town of Bangalore, and to the Court of every Subordinate Judge or Munsiff, throughout the whole Province, when such Subordinate Judge or Munsiff is exercising the jurisdiction with which he has been invested under Rule 8 of the Rules regarding the constitution and powers of the Civil Courts in Mysore, which took effect from the 15th September 1879.	....
V of 1866	To provide a summary procedure on Bills of Exchange, and to amend in certain respects the Commercial Law of British India.	Repealed in part by Act IX of 1872 and by Act X of 1877 as amended by Act XII of 1879, Section 99.	Extends to the whole Province.	....
X of 1866	The Indian Companies Act, 1866	Repealed in part by Act I of 1879.	Ditto	....
XXI of 1866	The Native Converts' Marriage Dissolution Act, 1866.	Repealed in part by Act VII of 1870.	Ditto	....
III of 1867	To provide for the punishment of public gambling and the keeping of common gaming houses.	....	Extends only to the town of Bangalore.	....
XXV of 867	For the regulation of printing presses and newspapers, for the preservation of copies of books printed in British India and for the Registration of such books.	....	Extends to the whole Province.	....
I of 1868, in part	The General Clauses Act, 1868; in part, namely:— The preamble and Sections 1 to 6 (both inclusive)	....	Ditto	In Section 2 *after* "operation," *insert* "and extended to Mysore." In Section 2, *for* clause (10) *read* "Local Government shall mean the person or persons authorised to administer executive Government in Mysore, and shall include a Chief Commissioner"; and *for* clause (11) *read* "High Court shall mean the highest Civil Court of Appeal in Mysore."

Number and year.	Title or short title.	Enactment, if any, by which Act repealed in part or amended.	Local extent and personal application, if any, prescribed.	Modifications.
1	2	3	4	5
VII of 1870	The Court Fees Act, 1870	Repealed in part by Act VIII of 1871 amended by Act XV of 1872.	Extends to the whole Province.	....
X of 1870	The Land Acquisition Act, 1870	Repealed in part by Act IX of 1871.	Ditto	....
XXIII of 1870	The Indian Coinage Act, 1870	...	Ditto	....
XXVI of 1870, in part.	The Prisons Act, 1870; in part, namely :—			
	The preamble and Sections 3 to 12 (both inclusive), 13 (except the words "the Magistrate of the District or") and 14 to 56 (both inclusive).	...	Ditto	*For* "Local Government" *read* "Chief Commissioner of Mysore". In the preamble, *for* "the North-Western Provinces, the Punjab, Oudh, the Central Provinces, and British Burma," *read* "the territories of Mysore". In Section 6, *for* the first paragraph *read* "An Inspector-General of Prisons shall be appointed by the Governor-General in Council". In Section 4 and Section 6, paragraph 2, *for* "under such Government" *read* "of Mysore". In Section 6, paragraph 2, *for* "each" *read* "the".
XXVII of 1870	Indian Penal Code, Amendment	Repealed in part by Act X of 1872.	Ditto	....
I of 1871	The Cattle Trespass Ac, 1871	....	Ditto	....
X of 1871, in part.	The Excise Act, 1871; in part, namely :—			
	The preamble and Section 3 (except the definition of "Chief Revenue Authority"), 5 to 9 (both inclusive), 11 to 20 (both inclusive), 21 (paragraphs 1, 2 and 3), 22, 23 (except the words "with the sanction of the Local Government"), 24 to 54 (both inclusive), 56 to 65 (both inclusive), 66 [except, in clause (*b*), the words "or, in British Burma, five tolas"], 67 to 82 (both inclusive), 85 and 86.	Repealed in part by Act I of 1878. Amended by Act I of 1878.	Ditto	*For* "Chief Revenue Authority" and "Local Government" *read* "Chief Commissioner of Mysore"; *for* "Authority" *read* "Chief Commissioner"; and *for* "British India" *read* "the territories of Mysore." In the preamble, *for* "Northern India, British Burma, and Coorg," *read* "the territories of Mysore".

XXIII of 1871, in part.	The Pensions Act, 1871; in part, namely:—			
	The preamble and Sections 1, 3, 4, 5 (except the words "subject to the general control of the Local Government"), 6, 7 [clause (1)], 8 to 13 (both inclusive) and 14 (except the words "with the consent of the Local Government").	....	Ditto .	*For* "Local Government," "Chief Revenue Authority" and "Chief Controlling Revenue Authority," *read* "Chief Commissioner".
XXVI of 1871, in part.	The Land Improvement Act, 1871; in part, namely:—			
	The preamble and Sections 1 (paragraph 1) and 3 to 18 (both inclusive).	Amended by Act XXI of 1876	Ditto .	*For* "Local Government" *read* "Chief Commissioner of Mysore".
I of 1872 . .	The Indian Evidence Act, 1872	Amended by Act XVIII of 1872.	Ditto .	....
IX of 1872 . .	The Indian Contract Act, 1872	Repealed in part by Act I of 1877.	Ditto .	*For* the explanation to Section 265 *read* "The Court in this section shall be taken to mean a court not inferior to the Court of the Judicial Assistant Commissioner".
X of 1872 . .	The Code of Criminal Procedure	Repealed in part by Act XI of 1874. Amended by Act XI of 1874.	Ditto .	*For* "British India" *read* "the territories of Mysore".
XV of 1872, in part.	The Indian Christian Marriage Act, 1872; in part, namely:—			
..	The preamble, Sections 2 to 7 (both inclusive), 9 [except the words "or (so far as regards any Native State) the Governor-General in Council"], 10 to 27 (both inclusive), 37 to 42 (both inclusive), 44, 45 and 46 (except those expressions which refer to the jurisdiction of a Judge of the High Court), 48 (except the last three clauses and such expressions as refer to the jurisdiction of a Judge of the High Court), 49 to 53 (both inclusive), 57 to 83 (both inclusive), 85, 87 and 88, and Schedules I, II and V.	....	Ditto . Applies so far as regards marriages between persons, one of whom is a Native Christian subject of Mysore, and neither of whom is a Christian British subject.	*For* "Local Government" *read* "Chief Commissioner of Mysore".
XVIII of 1872 .	The Indian Evidence Act, Amendment Act . .	Repealed in part by Act X of 1872.	Extends to the whole Province.	....
XIX of 1872 .	Indian Penal Code Amendment (Definition of "Coin").	....	Ditto .	....
V of 1873 . .	The Government Savings Banks Act, 1873 . .	....	Ditto .	....
X of 1873 . .	The Indian Oaths Act, 1873	....	Ditto .	In section 7, *for* "High Court" *read* "Judicial Commissioner of Mysore".
XI of 1874 . .	To amend the Code of Criminal Procedure . .	....	Ditto .	....

Number and year.	Title or short title.	Enactment, if any, by which Act repealed in part or amended.	Local extent and personal application, if any, prescribed.	Modifications.
1	2	3	4	5
XXI of 1876 .	To amend the Land Improvement Act, 1871 . .	....	Extends to the whole Province.	*For* section 1, *read* "This Act shall be read with and taken as part of the said Land Improvement Act, 1181". In Section 2, *for* "one" *read* "three". In Section 4, *after* "advanced under this Act" *insert* "or chargeable on account of interest according to the rules made hereunder". In Section 5, *for* "Local Government" *read* "Chief Commissioner of Mysore".
I of 1877, in part .	The Specific Relief Act, 1877, in part, namely:—			
	The preamble, Sections 1 to 44 (both inclusive) and 52 to 57 (both inclusive) and the Schedule.	- -	Ditto .	....
III of 1877 . .	The Indian Registration Act, 1877 . . .	Amended by Act XII of 1879.	Ditto .	....
X of 1877, in part	The Code of Civil Procedure, in part, namely:—			
	The preamble, Sections 1 to 240, 241 (except the word "third" in the proviso), 242 to 418 (both inclusive), 422, 423, 424 (except the words "against the said Secretary of State in Council or" and "in the case of the Secretary of State in Council delivered to, or left at the office of a Secretary to the Local Government or the Collector of the District, and in the case of a public officer"), 425 to 428 (both inclusive), 429 (except the words "against the said Secretary of State in Council or"), 434 to 585 (both inclusive), 587 to 593 (both inclusive), 617 to 636 (both inclusive) and 639 to 652 and the Schedules.	Repealed in part by Act XII of 1879. Amended by Act XII of 1879.	Ditto .	*For* "High Court" *read* "Court of the Judicial Commissioner". *For* "British India" *read* "the territories of Mysore". *For* "Collector" *read* "Deputy Commissioner". *For* "Local Government" *read* "Chief Commissioner of Mysore". In Section 339, *for* "proper officer of the Court" *read* "officer in charge of the Civil Jail". *For* Section 416 *read* "suits by the Government shall be instituted by the State of Mysore". *For* Section 418 *read* "In suits by the State of Mysore, instead of inserting in the plaint the name and description and place of abode of the plaintiff, it shall be sufficient to insert the words 'the State of Mysore'". In Section 443 *for* "Indian Majority Act, 1875, section 3" *read* "rules for the care of the persons and property of minors, published with Government of India Notification No. 75-J., dated 25th April 1872".

				In Section 547, *for* "Secretary of State for India in Council, or" *read* "State of Mysore".
XV of 1877	The Indian Limitation Act, 1877	Amended by Act XII of 1879.	Ditto	*For* "first day of October 1817," *read* "first day of January 1878". *For* "High Court" *read* "Court of the Judicial Commissioner". *For* "Court of District Judge" *read* "Court of a Subordinate Judge or District Judge". *For* "British India" *read* "the territories of His Highness the Maharaja of Mysore".
I of 1878, in part	The Opium Act, 1878, in part, namely:— The preamble, and Sections 1, 3 (except in the definition of "Magistrate" the words "in the Presidency towns, a Presidency Magistrate and elsewhere"), 4 to 11 (both inclusive), 12 (except in the third paragraph, the words "Collector of the District or"), 13 to 18 (both inclusive), 19 (except the words "Collector of the District"), 20, 21, 22 (except the last paragraph), 23, 24 (except the words "Collector of the District," "Collector" and "Collector, Deputy Collector or other") and 25.	....	Ditto	*For* "the Local Government," "any Local Government," "The same Local Government," "such Government" and "such Local Government" *read* the "Chief Commissioner of Mysore". *For* the last two clauses of Section 1, *read* "and it shall come into force in Mysore on the 1st day of April 1880". In Section 6, *for* "British India" *read* "Mysore".
I of 1879, in part	The Indian Stamp Act, 1879; in part, namely:— Sections 1 to 72, Schedule I, Schedule II [except in No. 15(c), the words "(in the Presidencies of Fort St. George and Bombay)"] and Schedule III.	....	Ditto	*For* "British India" and "Local Government," *read* "the Territories of Mysore" and "Chief Commissioner of Mysore" respectively. In Section 1, last paragraph, and in Section 5, clause (a), *for* "April" *read* "June". *For* clauses (7) and (8) of section 3 *read* "Chief Controlling Revenue Authority" means the Chief Commissioner or such officer as the Chief Commissioner may, from time to time, by notification in the official Gazette, appoint in this behalf by name or in virtue of his office. "Collector" means a Deputy Commissioner and any officer whom the Chief Commissioner may, from time to time, by notification in the official Gazette, appoint in this behalf by name or in virtue of his office.

Number and year.	Title or short title.	Enactment, if any, by which Act repealed in part or amended.	Local extent and personal application, if any, prescribed.	Modifications.
1	2	3	4	
				For Section 46 *read* "the Chief Controlling Revenue Authority may state any case referred to it under Section 45 or otherwise coming to its notice, and refer such case, with its own opinion thereon, to the court of the Judicial Commissioner of Mysore or other court exercising the functions of a High Court within the Territories of Mysore".
				In Sections 47, 48 and 49, *for* "High Court or Chief Court," *read* "Court of the Judicial Commissioner of Mysore or other such Court as aforesaid".
IV of 1879, in part	The Indian Railways Act, 1879, in part, namely:—			
	The preamble, sections 1 (except the second paragraph), 2 (except the third paragraph), 3 (except in the definition of "Railway Administration" the words, "or a Native State"), 4 to 49 (both inclusive), 50 (except the words, "a Presidency Magistrate and") and 51 to 54 (both inclusive) and the Schedules.	...	Extends to the whole Province.	....
XII of 1879, in part	To amend the Code of Civil Procedure, the Registration Act, 1877, and the *Limitation* Act, 1877; in part, namely:—			
	The preambles and Sections 1 (except the words and figures "In Section 638, the figures 261") 2 to 92 (both inclusive) and 94 to 108 (both inclusive).	...	Ditto	In section 1, paragraph 19, *for* "proper officer of the court" *read* "officer in charge of the Civil Jail".
				For "a High Court" and "the High Court" *read* "the Court of the Judicial Commissioner".
				For "British India" *read* "Territories of Mysore".
				For "Collector" *read* "Deputy Commissioner".
				For "Local Government" *read* "Chief Commissioner of Mysore".

XIV of 1880, in part.	The Indian Census Act, 1880, in part, namely:— The preamble and Sections 1 to 4 (both inclusive), 5 [except (1) in clause (a) the words "or naval," in both places in which they occur and the words "or of any vessel of war," and (2) in the last paragraph but one, the words "or in the towns of Calcutta, Madras and Bombay, by such officer as the Local Government may appoint in this behalf" and the words "or officer"], 6 to 11 (both inclusive), 12 (except in the last paragraph, the words "in the towns of Calcutta, Madras and Bombay," and the words "before a Presidency Magistrate, and elsewhere"), and 13 (except the words and figures "or chapter eighteen of the Presidency Magistrate's Act, 1877").	....	Ditto	*For* "British India" *read* "the territories of Mysore". *For* "Local Government" *read* "Chief Commissioner of Mysore". *For* Section 6 *read*:— "The Magistrate of the District may, by an order, written, printed, or lithographed, call upon all owners and occupiers of land, tenure-holders, farmers, and assignees of land revenue in his District, or their agents, to give such assistance as he needs towards the taking of a census of the persons who are at the time of taking the census on the land of such owners, occupiers, holders, farmers and assignees. "Such order shall specify the nature of the assistance required, and such owners, occupiers, holders, farmers and assignees, or their agents shall be bound to obey it".

PART II.

MADRAS ACTS.

III of 1869	To empower Revenue officers to summon persons to attend at their cutcherries for the settlement of matters connected with revenue administration.	....	Extends to the whole Province.	....
I of 1873	To prevent the indiscriminate destruction of wild elephants.	....	....	....
VIII of 1878	The Madras Coffee Stealing Prevention Act, 1878	....	Extends to the whole Province.	In Section 1, *for* "Madras" *read* "Mysore". In Section 2, *for* "Presidency of Fort St. George" *read* "Province of Mysore," and *for* "Governor in Council" *read* "Governor-General in Council".

PART III.

Bombay Acts.

Number and year.	Title or short title.	Enactment, if any, by which Act repealed in part or amended.	Local extent and personal application, if any, prescribed.	Modifications.
1	2	3	4	5
I of 1865, in part.	Bombay Survey and Settlement Act; in part, namely :— The preamble and Sections 1 to 49 (both inclusive).	Repealed in part by Bombay Act IV of 1868.	Extends to the whole Province.	*For* " Governor in Council " *read* " Chief Commissioner of Mysore ". *For* " Revenue Commissioner " *read* " Superintendent of Division ". *For* " Collector " *read* " Deputy Superintendent of District ". *For* " Assistant Collector " *read* " Assistant Superintendent of District ". *For* " Presidency of Bombay " *read* " Province of Mysore ".
IV of 1868.	Act for City Surveys and Amendment of Bombay Survey and Settlement Act, 1868.	---	Ditto.	*For* " Revenue Commissioner " *read* " Superintendent of Division ". *For* " Collector " *read* " Deputy Superintendent of District ". *For* " Assistant Collector " *read* " Assistant Superintendent of District ".

PART IV.

Bengal Act.

Number and year.	Title or short title.	Enactment, if any, by which Act repealed in part or amended.	Local extent and personal application, if any, prescribed.	Modifications.
I of 1869, in part.	For the prevention of cruelty to animals; in part, namely :— The preamble and Sections 1 to 7 (both inclusive), 9 and 10.	---	Ditto.	In Sections 6 and 7, *for* " town of Calcutta " *read* " town and cantonment of Bangalore ". *For* Section 9 *read* " This Act shall extend to the town and cantonment of Bangalore, within Municipal limits, as fixed by the Chief Commissioner ". In Section 10, *for* " Lieutenant-Governor of Bengal " *read* " Chief Commissioner of Mysore " and *for* " Calcutta Gazette " *read* " Mysore Gazette ".

PART V.

Rules made under the foregoing Acts.

All rules made by the proper authority under any of the foregoing Acts and in force on the 25th March 1881.	...	...	

PART VI.

Rules and Regulations made otherwise than under the foregoing Acts.

Year.	Title or subject-matter.	Authority.	Extent.
1	2	3	4
1867	The Inam Rules for Mysore, dated 14th December 1867.	Letter from Government of India, Foreign Department, No. 122, dated the 21st April 1868.	Extend to the whole Province.
"	Rules for the settlement of Ready Money Grants in Mysore.	Letter from Government of India, Foreign Department, No. 299, dated the 21st April 1868.	Ditto.
1871	The Municipal Regulations	Notification by Government of India, Foreign Department, No. 51-J., dated the 31st March 1871.	Extend only to the town of Bangalore.
"	Rules for the inspection and control of Prostitutes and Brothels.	Notification by Government of India, Foreign Department, No. 1585-G., dated the 20th July 1871.	Ditto.
1872	Rules for the care of the persons and property of minors, as modified by paragraph 11 of notification by the Government of India, Foreign Department, No. 225-J., dated the 27th August 1879.	Notification by Government of India, Foreign Department, No. 75-J., dated the 25th April 1872. Notification by Government of India, Foreign Department, No. 225-J., dated the 27th August 1879.	Extend to the whole Province.
"	Empowering Revenue Officers in the investigation of Judicial cases to exercise the powers which may be exercised by the Civil Courts in Mysore.	Notification by Government of India, Foreign Department, No. 123-J., dated the 26th June 1872.	Ditto.
"	Rules for the organisation and regulation of village and regular Police	Notification by Government of India, Foreign Department, No. 230-J., dated the 16th October 1872. Notification by Government of India, Foreign Department, No. 322, dated the 21st November 1879. Notification by Chief Commissioner, Mysore, No. 20, dated the 30th April 1879; published under the authority of the Government of India.	Extend to the whole Province, with the exception of the town of Bangalore.

Year.	Title or subject-matter.	Authority.	Extent.
1	2	3	4
1872	Rules defining the jurisdiction of Civil Courts in suits relating to Inams.	Notification by Chief Commissioner, Mysore, No. 40, dated the 15th May 1872; published under the authority of the Government of India, conveyed in letter from Foreign Department, No. 113-R., dated the 29th April 1872.	Extend to the whole Province.
1874	Rules for punishment of breaches of Salt Laws	Notification by Chief Commissioner, Mysore, No. 287, dated the 6th February 1874; published under the authority of the Government of India.	Ditto.
„	Rules for the establishment of local Committees for the administration of local funds in Mysore.	Notification by Chief Commissioner, Mysore, No. 110, dated the 4th July 1874; published under the authority of the Government of India, conveyed in letter from Foreign Department, No. 1209-G., dated the 6th June 1874.	Ditto.
„	Rules relating to Lunatics	Notification by Chief Commissioner, Mysore, No. 141, dated the 31st July 1874; published under the authority of the Government of India.	Ditto.
„	Revised Rules for the remunerating of Patels and Shanbhogs.	Notification by Chief Commissioner, Mysore, No. 219, dated the 27th October 1874; published under the authority of the Governor-General in Council.	Ditto.
1875	Rules for the administration of the District Irrigation Fund.	Notification by Chief Commissioner, Mysore, No. 341, dated the 11th February 1875; published under the authority of the Governor-General in Council. Notification by Chief Commissioner, Mysore, No. 62, dated the 7th May 1875.	Ditto.
1876	Rules for the levy of tolls on public roads and bridges	Notification by Chief Commissioner, Mysore, No. 274, dated the 4th November 1876; published under the authority of the Government of India.	Ditto.
1877	Rules for the enfranchisement of Kodagi Inams in Mysore.	Notification by Chief Commissioner, Mysore, No. 369, dated the 23rd January 1877; published under the authority of the Governor-General in Council.	Ditto.
„	Rules for the preservation of Inam lands unauthoritedly alienated from religious or charitable institutions.	Notification by Chief Commissioner, Mysore, No. 266, dated the 17th November 1877; published under the authority of the Governor-General in Council.	Ditto.
1878	Forest rules	Notification by Government of India, Department of Revenue, Agriculture and Commerce, No. 588, dated the 8th June 1878.	Ditto.
„	Notification for execution of Criminal Processes issued by Magistrates in British India.	Notification by Chief Commissioner, Mysore, No. 111, dated the 27th July 1878; published under the authority of the Governor-General in Council.	Ditto.
„	Notification for execution of Decrees of, and Civil Processes issued by, Courts in British India.	Notification by Chief Commissioner, Mysore, No. 112, dated the 27th July 1878; published under the authority of the Governor-General in Council.	Ditto.
„	Rules for the remuneration of minor village servants (Talvars, Totis and Nirgantis).	Notification by Chief Commissioner, Mysore, No. 123, dated the 1st August 1878; published under the authority of the Governor-General in Council.	Extend only to Districts of Bangalore, Kolar and Tumkur.
„	Rules corresponding with Sections 30 and 31 of Act V of 1871 (The Prisoners Act).	Notification by Government of India, Foreign Department, No. 182-J., dated the 8th November 1878.	Extend to the whole Province.

1879	Rules relating to Court adjournments and holidays	Letter from Government of India, Foreign Department, No. 9-J., dated the 20th January 1879.	Ditto.
„	Regulations with regard to Paper Currency	Notification by Government of India, Foreign Department, No. 658, dated the 7th February 1879.	Extend only to the town of Bangalore.
„	Advocates' and Pleaders' Rules	Notification by Chief Commissioner, Mysore, No. 273, dated the 18th February 1879; published under the authority of the Governor-General in Council.	Extend to the whole Province.
„	Rules for restraining the manufacture and sale of fireworks.	Notification by Chief Commissioner, Mysore, No. 18, dated the 23rd April 1879; published under the authority of the Governor-General in Council.	Extend only to the town of Bangalore.
„	Rules defining the constitution and powers of the Civil Courts in Mysore.	Notification by Government of India, Foreign Department, No. 235-I. J., dated the 27th August 1879, and No. 31-I. J., dated the 28th January 1880.	Extend to the whole Province.
„	Rules defining the constitution and powers of the Criminal Courts in Mysore.	Notification by Government of India, Foreign Department, No. 236-I. J., dated the 27th August 1879.	Ditto.
„	Rules regarding the constitution of a Bench of Judges in Civil cases.	Notification by Government of India, Foreign Department, No. 281-I. J., dated the 10th October 1879.	Ditto.
„	Rules regarding the constitution of a Bench of Judges in Criminal cases.	Notification by Government of India, Foreign Department, No. 282-I. J., dated the 10th October 1879.	Ditto.
„	Rules for the levy of local cess in the unsurveyed taluks of Mysore.	Notification by Chief Commissioner, Mysore, No. 105, dated the 10th June 1871; published under the authority of the Government of India.	Ditto.
		Notification by Chief Commissioner, Mysore, No. 43, dated the 24th November 1879; published under the authority of the Government of India.	
1880	Rules relating to the agreements of Legal Practitioners with clients.	Notification by Government of India, Foreign Department, No. 37-I. J., dated the 1st March 1880.	Ditto
„	Rules declaring the validity of Registration of certain documents by the Registrar in the Presidency town of Madras.	Notification by Government of India, Foreign Department, No. 74-I. J., dated the 3rd June 1880.	Ditto.
1881	Rules for licensing and regulating Tallumkhanas	Notification by Chief Commissioner, Mysore, No. 172, dated the 11th February 1881; published under the authority of the Governor-General in Council.	Ditto.

P. B. WARBURTON,
First Assistant Resident in Mysore.

The 26th November 1913.

M. VISVESVARAYA,
Dewan of Mysore.

The 26th November 1913.

J. B. WOOD,
Secretary to the Government of India
in the Foreign Department.

The 1st December 1913.

No. XXVII.

FINAL AGREEMENT between the MYSORE and MADRAS GOVERNMENTS in regard to the construction of a DAM and a RESERVOIR at KRISHNARAJASAGARA—1924.

1. WHEREAS by an agreement, dated 18th February 1892, commonly known and cited as the 1892 agreement, entered into between the Government of His Highness the Maharaja of Mysore, hereinafter referred to as the Mysore Government and the Government of Madras, hereinafter referred to as the Madras Government, certain rules and schedules defining the limits within which no new irrigation works are to be constructed by the Mysore Government without previous reference to the Madras Government were framed and agreed to; and

2. WHEREAS under clause III of the said agreement the Mysore Government asked for the consent of the Madras Government to the construction of a dam and a reservoir across and on the river Cauvery at Kannambadi now known as the Krishnarajasagara dam and reservoir; and

3. WHEREAS a dispute arose as to the terms under which the Mysore Government were to construct the dam in the manner and form proposed by them; and

4. WHEREAS such dispute was referred to the arbitration of Sir H. D. Griffin who gave an award in the year 1914 as to the terms and conditions under which the Madras Government should consent to the construction of the said dam and reservoir; and

5. WHEREAS the Madras Government, after the said award of the said arbitrator was ratified by the Government of India, appealed to the Secretary of State for India who re-opened the question; and

6. WHEREAS thereupon the Mysore Government and the Madras Government with a view to an amicable settlement of the dispute entered into negotiations with each other; and

7. WHEREAS as the result of such negotiations, certain Rules of Regulation of the Krishnarajasagara Reservoir were framed and agreed to by the Chief Engineers of the Mysore and Madras Governments on the 26th day of July of the year 1921, such Rules of Regulation forming Annexure I to this agreement; and

8. WHEREAS thereafter the technical officers of the two Governments have met in conference and examined the question of extension of irrigation in their respective territories with a view to reaching an amicable arrangement; and

9. WHEREAS as the result of such examination and conference by the technical officers of the two Governments, certain points with respect to such extension were agreed to respectively by the Chief Engineer for Irrigation, Madras, and the Special Officer, Krishnarajasagara Works, at Bangalore, on the 14th day of September 1923, such points forming Annexure III to this agreement.

10. Now these presents witness that the Mysore Government and the Madras Government do hereby agree and bind themselves, their successors and representatives as follows :—

(*i*) The Mysore Government shall be entitled to construct and the Madras Government do hereby assent under clause III of the 1892 agreement to the Mysore Government constructing a dam and a reservoir across and on the river Cauvery at Kannambadi, now known as the Krishnarajasagara, such dam and reservoir to be of a storage capacity of not higher than 112 feet above the sill of the under-sluices now in existence corresponding to 124 feet above bed of the river before construction ot the dam, and to be of the effective capacity of 44,827 m. c. feet, measured from the sill of the irrigation sluices constructed at 60 feet level above the bed of the river up to the maximum height of 124 feet above the bed of the river ; the level of the bed of the river before the construction of the reservoir being taken as 12 feet below the sill level of the existing under-sluices ; and such dam and reservoir to be in all respects as described in schedule forming Annexure II to this agreement.

(*ii*) The Mysore Government on their part hereby agree to regulate the discharge through and from the said reservoir strictly in accordance with the Rules of Regulation set forth in the Annexure I, which rules of Regulation shall be and form part of this agreement.

(*iii*) The Mysore Government hereby agree to furnish to the Madras Government within two years from the date of the present agreement dimensioned plans of anicuts and sluices or open heads at the off-takes of all existing irrigation channels having their source in the rivers Cauvery, Lakshmanathirtha and Hemavathi, showing thereon in a distinctive colour all alterations that have been made subsequent to the year 1910, and further to furnish maps similarly showing the location of the areas irrigated by the said channels prior to or in the year 1910.

(*iv*) The Mysore Government on their part shall be at liberty to carry out future extensions of irrigation in Mysore under the Cauvery and its tributaries to an extent now fixed at 110,000 acres. This extent of new irrigation of 110,000 acres shall be in addition to and irrespective of the extent of irrigation permissible under the Rules of Regulation forming Annexure I to this agreement, *viz.*, 125,000 acres *plus* the extension permissible under each of the existing channels to the extent of one-third of the area actually irrigated under such channel in or prior to 1910.

(*v*) The Madras Government on their part agree to limit the new area of irrigation under their Cauvery-Metur Project to 301,000 acres, and the capacity of the new reservoir at Metur, above the lowest irriga-

tion sluice to ninety-three thousand five hundred million cubic feet. Provided that, should scouring sluices be constructed in the Dam at a lower level than the irrigation sluice, the dates on which such scouring sluices are opened shall be communicated to the Mysore Government.

(*vi*) The Mysore Government and the Madras Government agree with reference to the provisions of clauses (*iv*) and (*v*) preceding, that each Government shall arrange to supply the other as soon after the close of each official or calendar year, as may be convenient, with returns of the areas newly brought under irrigation, and with the average monthly discharges at the main canal heads, as soon after the close of each month as may be convenient.

(*vii*) The Mysore Government on their part agree that extensions of irrigation in Mysore as specified in clause (*iv*) above shall be carried out only by means of reservoirs constructed on the Cauvery and its tributaries mentioned in Schedule A of the 1892 agreement. Such reservoirs may be of an effective capacity of 45,000 m. c. ft., in the aggregate and the impounding therein shall be so regulated as not to make any material diminution in supplies connoted by the gauges accepted in the Rules of Regulation for the Krishnarajasagara forming Annexure I to this agreement, it being understood that the rules for working such reservoirs shall be so framed as to reduce to within 5 per cent. any loss during any impounding period, by the adoption of suitable proportion factors, impounding formula or such other means as may be settled at the time.

(*viii*) The Mysore Government further agree that full particulars and details of such reservoir schemes and of the impounding therein, shall be furnished to the Madras Government to enable them to satisfy themselves that the conditions in clause (*vii*) above will be fulfilled. Should there arise any difference of opinion between the Madras and Mysore Governments as to whether the said conditions are fulfilled in regard to any such scheme or schemes, both the Madras and Mysore Governments agree that such difference shall be settled in the manner provided in clause (*xv*) below.

(*ix*) The Mysore Government and the Madras Government agree that the reserve storage for power generation purposes now provided in the Krishnarajasagara may be utilized by the Mysore Government according to their convenience from any other Reservoir hereafter to be constructed, and the storage thus released from the Krishnarajasagara may be utilised for new irrigation within the extent of 110,000 acres provided for in clause (*iv*) above.

(*x*) Should the Mysore Government so decide to release the reserve storage for power generation purposes from the Krishnarajasagara, the work-

ing tables for the new reservoir from which the power water will then be utilized shall be framed after taking into consideration the conditions specified in clause (*vii*) above and the altered conditions of irrigation under the Krishnarajasagara.

(*xi*) The Mysore Government and the Madras Government further agree that the limitations and arrangements embodied in clauses (*iv*) to (*viii*) *supra* shall, at the expiry of fifty years from the date of the execution of these presents, be open to reconsideration in the light of the experience gained and of an examination of the possibilities of the further extension of irrigation within the territories of the respective Governments and to such modifications and additions as may be mutually agreed upon as the result of such reconsideration.

(*xii*) The Madras Government and the Mysore Government further agree that the limits of extension of irrigation specified in clauses (*iv*) and (*v*) above shall not preclude extensions of irrigation effected solely by improvement of duty, without any increase of the quantity of water used.

(*xiii*) Nothing herein agreed to or contained shall be deemed to qualify or limit in any manner the operation of the 1892 agreement in regard to matters other than those to which this agreement relates or to affect the rights of the Mysore Government to construct new irrigation works on the tributaries of the Cauvery in Mysore not included in Schedule A of the 1892 agreement.

(*xiv*) The Madras Government shall be at liberty to construct new irrigation works on the tributaries of the Cauvery in Madras and, should the Madras Government construct, on the Bhavani, Amaravati or Noyil rivers in Madras, any new storage reservoir, the Mysore Government shall be at liberty to construct, as an off-set, a storage reservoir, in addition to those referred to in clause (*vii*) of this agreement on one of the tributaries of the Cauvery in Mysore, of a capacity not exceeding 60 per cent. of the new reservoir in Madras.

Provided that the impounding in such reservoirs shall not diminish or affect in any way the supplies to which the Madras Government and the Mysore Government respectively are entitled under this agreement, or the division of the surplus water which, it is anticipated, will be available for division on the termination of this agreement as provided in clause (*xi*).

(*xv*) The Madras Government and the Mysore Government hereby agree that, if at any time there should arise any dispute between the Madras Government and the Mysore Government touching the interpretation or operation or carrying out of this agreement, such dispute

shall be referred for settlement to arbitration, or if the parties so agree shall be submitted to the Government of India.

KRISHNARAJA WADEYAR.

WILLINGDON.

The 2nd April 1924.

C. P. RAMASWAMI AIYAR.

P. HAWKINS,
Secretary to the Government,
Public Works Department,
Madr

18th February 1924.

P. HAWKINS.
2nd April 1924.

A. R. BANERJI,
Dewan of Myso

18th February 1924.

Approved and confirmed by the Government of India.

J. P. THOMPSON,
Political Secretary.

SIMLA;
The 11th July 1924.

ANNEXURE I.

RULES OF REGULATION OF THE KRISHNARAJASAGARA RESERVOIR UNDER CONSTRUCTION ON THE CAUVERY IN THE MYSORE TERRITORY.

PREAMBLE.

The following rules of regulation of the Krishnarajasagara (formerly known and referred to, in the rules of regulation previously in force, as the Kannambadi reservoir) shall supersede *in toto* those forming part of the award, dated 21st April 1914, on term of reference 3(*a*) given by the Arbitrator appointed by the Government of India to arbitrate between the Madras and the Mysore Governments on the question of the storage of the waters of the river Cauvery within Mysore territory.

The rules, with the exception of Nos. 1 to 9 inclusive, 10 (except in so far as it relates to Kn.), 11, 12, 14 (*ii*), 15 to 17 inclusive, 22, 23, 26 (*i*), (*iii*) and (*v*), 27 to 30 inclusive and 32, shall be subject to amendment as may be desirable, subject to the conditions below :—

(*a*) The rules may be altered tentatively for one or two years, by agreement of both parties.

(*b*) At the end of the tentative period the amended rules may be confirmed by the consent of both parties.

(*c*) Subject to conditions (*a*) and (*b*) above, amendment of any rule shall not be a bar to further amendment or reversion to the original rules by consent of both parties.

I. RULES OF REGULATION, GENERAL.

1. The carrying out of these rules of regulation shall, in so far as they relate to the regulation of the Krishnarajasagara, be the duty of a Controlling Officer appointed by the Government of Mysore, and of a subordinate staff working under his orders.

2. The only discretion to be exercised by the Controlling Officer, in operating the rules of regulation shall be as to the means by which the water to be passed from the reservoir to the river shall be passed and such discretion shall be exercised in general accordance with the instructions of the Mysore Government.

3. The curves of discharge of all gauging places in the Mysore State shall be verified by gauging at intervals of three years. Cross-sections of the rivers at the gauging sites shall be taken twice a year, in the first fortnight in June and in the first fortnight of October. If a cross-section taken in June, at any gauging site, indicates a marked change in cross-sectional area, gauge for gauge, joint gaugings shall be made at once, on the request of either party, to verify the discharge curve for the station. Any modification in the curve, found necessary, shall not, however, be applied to regulation for the year in which the gaugings are made.

4. The verification of curves of discharge, referred to in rule 3 above, shall be made jointly by Mysore and Madras; and if such verification shows that modification is necessary such modification shall be made by mutual agreement.

5. All formulæ and co-efficients in such formulæ of discharge, referred to in the rules, shall be subject to revision by mutual agreement.

6. All quantities and readings of gauges to be telegraphed in accordance with these rules shall be expressed in words.

II. Limit guages and Discharges at the Upper Anicut.

7. The minimum flow of the Cauvery that must be ensured at the Upper Anicut before any impounding is made in the Krishnarajasagara, as connoted by the readings of the Cauvery Dam north gauge, shall be as follows:—

Month.	Readings of the Cauvery Dam North gauge.
June	Six and half feet.
July and August	Seven and a half feet.
September	Seven feet.
October	Six and a half feet.
November	Six feet.
December	Three and a half feet.
January	Three feet.

8. The discharges connoted by the gauge readings set forth in rule 7 shall, in the case of regulation during the irrigation season (*vide* rule 9) of 1921, be deduced from the average discharge curve derived from the joint gaugings of the Cauvery at the Cauvery Dam made in the four years ending 1920. The said discharges shall be revised, if necessary, after completion of the joint gaugings of 1921 and shall be used for the purpose of regulation for the five years ending 1926. The said discharges shall be finally revised and adopted for all subsequent regulation, at the conclusion of the joint gauging of the year 1926, on the basis of the joint gaugings of the ten years ending 1926.

9. The south-west monsoon shall, for the purpose of these rules, be considered to extend from the 1st June to the 30th September, both days inclusive, and the north-east monsoon from the 1st October to the 31st January, both days inclusive. The irrigation season shall be taken to extend from the 1st June to the 31st January, both days inclusive. All dates in this rule shall have reference to the Upper Anicut.

III. Impounding Formula.

10. Impounding in the Krishnarajasagara during the irrigation season shall be regulated in accordance with following formula:—

$I = \frac{Kn}{P} - C$, where

I = Quantity that may be impounded,

Kn=Inflow at Krishnarajasagara, that is, the measured flow at the three 'standard' gauging stations at Chunchinkatte on the Cauvery, Akkihebbal on the Hemavati, and Unduvadi on the Lakshmanathirtha, to which shall be added allowances for—

(*i*) The yield from the catchment between the 'standard' gauging stations and the Krishnarajasagara calculated in accordance with paragraphs 61 and 62 of Colonel Ellis's Manual of Irrigation (1920 Edition) less the quantity of water required for tank irrigation in the tract in question. In the catchment, the discharges of the major streams shall be deduced, if feasible, from gauge readings by mutual agreement. The duty of water for the areas irrigated under tanks shall be taken as 40.

(*ii*) The drainage from the ayacuts of channels which drain back into the rivers below the 'standard' gauging stations, the quantity in cusecs of such drainage for a particular channel being taken to be $\frac{3}{16}$ of the area irrigated in acres divided by 40.

C=Flow connoted by the gauge reading for the particular month concerned given in rule 7 above. The month at Krishnarajasagara corresponding to that at the Upper Anicut is to be taken as commencing and ending four days earlier than at the Upper Anicut.

P=The proportion which the natural flow in the Cauvery at the Krishnarajasagara bears to the corresponding natural flow at the Upper Anicut.

I, Kn and C to be expressed in the same units.

11. (*i*) Until the 31st January 1927 the values of 'P' in the formula in rule 10 shall be taken as ·625 during the south-west monsoon and ·300 during the north-east monsoon.

(*ii*) An examination of the effect of impounding in the Krishnarajasagara on the supplies realised at the Upper Anicut shall be made in the form and in accordance with the instructions given in Part II of the Appendix to these rules for each of the ten years ending with the irrigation season of 1926-27 to see whether the tentative factors of ·625 and ·300, provided in part (*i*) of this rule, should be permanently adopted or whether they should be increased (*vide* instructions 25 and 26 of Part II of the Appendix). For the five irrigation seasons ending 1921-22 the average discharge curve for the Cauvery Dam north gauge, obtained from the gaugings of the five-year period ending and including 1921, shall be prepared and adopted for the examination. For subsequent years the discharge curve of the year concerned shall be used. For the months for which it is found necessary, from the examination referred to above, to increase the values of 'P' such values shall be finally adopted and brought into use in lieu of those in part (*i*) of this rule at the beginning of the irrigation season 1927-28. For months when no increase in the value of 'P' is found to be necessary, the values given in part (*i*) of this rule shall be finally retained and brought into use at the beginning of the same irrigation season.

12. (*i*) The whole flow of the river at Krishnarajasagara may be impounded in the reservoir from the 28th January to the 27th of May, both days inclusive, but

issues from the reservoir shall be made when necessary to maintain such a flow as will pass to Madras not less than 900 cusecs below Sivasamudram anicut.

(*ii*) Until the dam is completed to a height admitting of F. R. L. 98 feet above sill level of the existing low level sluices in the dam or until the 28th May 1931, whichever date is the earlier, as an alternative to part (*i*) of this rule impounding from the 28th January to the 24th February, both days inclusive, shall be in accordance with rules 7, 10 and 11 as far as they relate to the month of January, measurement being made at the Krishnarajasagara; and from the 25th February to the 27th May, both days inclusive, the whole flow at the Krishnarajasagara may be impounded, subject to a flow of 750 cusecs being maintained below Sivasamudram anicut. The Mysore Durbar may at any time before the year 1931 elect to regulate their reservoir as provided in part (*i*) of this rule, subject to notice being given to the Government of Madras before the 31st December of the year preceding that in which the rule will come into operation. In the event of the Mysore Durbar electing to regulate in accordance with part (*i*) of this rule no change shall be made thereafter.

IV. Gauge Reading and Inflow Computations.

13. (*i*) The standard gauges at the gauging stations on the three rivers above the Krishnarajasagara and the gauging station below the same shall be read three times daily, that is, 6 A.M., noon and 6 P.M.

(*ii*) All gauge readings shall be telephoned immediately after reading to the Controlling officer at the Krishnarajasagara.

14. (*i*) The computation of the inflow into the Krishnarajasagara shall be made by the said Controlling officer from the electric water level records of the three rivers above the Krishnarajasagara with due allowance for the yield from the intermediate catchment, such allowances being made as provided in rule 10. In the event of an electric recorder differing from the telephoned gauge readings, the latter shall be adopted for computing the inflow for the time being.

(*ii*) Until the 27th May 1923 the discharges at the standard gauging stations shall be computed from the average curves based on the discharge observations of the four years 1915-18. For the irrigation seasons 1923-24 to 1927-28, inclusive, the discharges at the standard gauging stations shall be computed on the previous season's curves. For irrigation seasons subsequent to that of 1927-28 the discharges at the standard gauging stations shall be computed on the latest annual curves available.

(*iii*) In the event of an electric recorder differing from the telephoned gauge readings, the Controlling officer shall, as soon as possible, proceed to the gauging station, check and, if possible, rectify the electric recorder. If the mechanical record is found to differ from the telephoned gauge readings and the mechanical recorder is registering accurately, a correction shall be made in the tentative inflow recorded in the regulation register in accordance with the mechanical record.

(*iv*) In the event of both recorders breaking down, the telephoned gauge readings shall be the basis of computation.

V. Allowance for Extension of Irrigation in Mysore after the Year 1910.

15. The area to which Mysore is entitled to extend irrigation, without passing compensation water to Madras, by improvement of duty in canals or channels, in existence prior to the year 1910, taking off from the following rivers in Mysore :—

(*i*) the Hemavathi,

(*ii*) the Lakshmanathirtha,

(*iii*) the Cauvery (above and below the reservoir) shall be limited to ⅛ of the existing area prior to the year 1910, the extension under each channel being considered separately.

16. In lieu of 9,274 acres of old irrigation to be submerged by the Krishnarajasagara with F. R. L. at 118 feet above bed of river or 106 feet above the sill of the low level sluices now in existence, Mysore shall be entitled to extend irrigation to an area of 12,500 acres, without passing compensation water to Madras, under canals or channels taking off from the Hemavathi, the Lakshmanathirtha or the Cauvery, constructed subsequent to the year 1910 and above the Krishnarajasagara. In the event of the Krishnarajasagara being constructed of such a capacity as to submerge less than 9,274 acres, the permissible extension shall be reduced according to the area actually submerged and in the ratio of 12,500 to 9,274 and when a larger area is submerged owing to the capacity of the reservoir being increased to 44,827 millions cubic feet (F. R. L. 124 feet above bed of river or 112 feet above the sill of the low level sluices now in existence) the permissible extension shall be similarly increased in the same proportion on such larger area as may be actually submerged.

17. The quantity of water in cusecs due to Madras as compensation for water utilised by Mysore for the area in excess of that provided in rules 15 and 16 shall be calculated by dividing such excess area irrigated by 40.

VI. Computation of Issues.

18. The quantity of water to be passed to Madras shall be computed every 12 hours from the records of inflow of the previous 12 hours.

19. (*i*) For the purpose of orders for the regulation of the sluice shutters, the quantities of water to be passed through the sluices shall be computed by the application of the formula :—

$$D = C.\ A.\sqrt{2gh}.$$

D=Discharge in cusecs.

C=Co-efficient.

A=Height of shutter raised, multiplied by width of vent, both in feet.

g=32.

h=Effective head in feet.

Joint observations shall be made annually to determine the value of C until values covering the whole range of water level in the Krishnarajasagara have been determined by mutual agreement.

(*iii*) A suitable formula arrived at by mutual agreement for the discharge over the waste weir shall also be applied when details are known.

20. The quantity of water actually passed down shall be verified by observation between the Krishnarajasagara and the Chikdevaroysagar anicut. The means of such verification shall be decided on by mutual agreement.

VII. Hot Weather Computation of Issues from the Krishnarajasagara.

21. From the 28th January to the 27th May, both days inclusive, when rule 12 (*i*) is in operation, or from the 25th February to the 27th May, both days inclusive, when rule 12 (*ii*) is in operation, the Controlling officer shall receive information from Sivasamudram at least twice daily of the flow during the previous 12 hours at Sivasamudram anicut and shall by occasional visits verify the same.

22. The quantity to be issued from the Krishnarajasagara shall be such quantity as will ensure the passing at Sivasamudram anicut of the quantity provided for in rule 12.

VIII. Regulation Register.

23. All regulation calculations and computations provided in any of the previous rules shall be recorded in a register called the 'Regulation register' and the orders for regulation which result from the computation shall also be recorded under the signature of the Controlling officer.

IX. Regulation.

24. Regulation of sluices shall be made at twelve-hourly intervals, the times of commencement and completion of regulation being entered in the 'Regulation register.'

25. The Controlling officer shall satisfy himself personally when the sluices are finally adjusted that the regulation has been accurately carried out in accordance with recorded orders and certify that he has done so in the 'Regulation register.' Under extraordinary circumstances only shall the sluices be manipulated other than at 12-hour intervals and in such cases full information regarding the reasons and necessity for this and the nature of the intermediate regulation shall at once be communicated by the Controlling officer to each Government.

26. (*i*) Any deficit or excess in quantity due to Madras indicated by the verification provided in rule 20 or by the water level in the reservoir shall be adjusted in the next period of regulation.

(*ii*) A computed issue from the Reservoir in excess of that computed as due to Madras may be recouped by Mysore by subsequent regulation; if however the overissue was intentional, such recoupment shall be limited to 20 per cent. of the

computed issue due to Madras when the overissue was made; if the computed correct water level of the reservoir has been higher than the actual water level for each of the previous eight 12 hourly periods the actual water level, if below the computed correct water level, shall be taken as the correct water level whether the overissue was unintentional or intentional. The computed correct water level of the reservoir shall take account of actual issues for irrigation and losses due to evaporation.

(*iii*) The rates of evaporation shall be taken as given below until the end of the irrigation season 1924-25 :—

Month.	Inches per month.
June	5
July to February	4
March	5
April	7
May	8

After 1924-25 the rates for evaporation shall be determined as provided in instruction No. 7 of Part I of Appendix to these rules. These rates may be revised for final adoption in 1927 by mutual agreement.

(*iv*) In computing the issue to be passed to Madras through the undersluices or over the weir a deduction shall be made from the computed issue due to Madras of an amount equivalent to ½ of the issues to the two existing low level irrigation channels taking off from the reservoir subject to a maximum deduction of 25 cusecs. No deduction shall be made from the computed issue due to Madras for water issued from the reservoir for irrigation other than that for the channels specified above.

(*v*) If the information provided for in rule 21 shows that the quantity of water due to Madras under rule 12 is deficient, the regulation shall at once be altered to ensure the passing at Sivasamudram anicut of the quantity by which the flow has been deficient in the previous 12 hours *plus* the 900 or 750 cusecs, as the case may be, provided for in rule 12, and each special regulation shall be entered in the 'Regulation register' referred to in rule 23.

X. Discharge at Cauvery Dam during the period ending 31st January 1927.

27. The exact formula for determining the discharge through the Upper Anicut shall be as specified in instruction 18 of the Appendix to these rules.

28. All regulation operations at the Upper Anicut and all data for calculating the discharge through the Upper Anicut sluices and also all gauge readings at the Cauvery Dam shall be recorded daily in a register under the signature of a responsible officer.

XI. INSPECTION OF RECORDS BY EITHER GOVERNMENT.

29. The Controlling Officer at the Krishnarajasagara shall afford every facility for inspection of his registers, books, calculations, records of regulation and actual method of regulation and gauge readings and discharge measurements and for testing of instruments in his charge to any officer of the Madras Government appointed and authorised by that Government to make such inspection or tests on their behalf. The said Controlling Officer and duly accredited inspecting officer shall have full use of telephones, telegraphs or other means of communication installed in connexion with the works.

30. The responsible officer at the Upper Anicut referred to in rule 29 shall afford the same facilities for inspection and testing up to the end of the irrigation season of 1926-27 as those provided for in rule 29, to any officer of the Mysore Government appointed and authorised by that Government to make such inspection or tests on their behalf.

XII. MISCELLANEOUS.

31. The Controlling Officer at Krishnarajasagara shall make the following returns to each Government :—

(*a*) By post mail daily a copy of the entries made each day in the 'Regulation register' referred to in rules 23 to 26.

(*b*) By telegram daily or at such intervals as may be agreed on the quantity of inflow into and issue from the Krishnarajasagara during the previous 24 hours or during such intervals as may be agreed upon.

32. From the 1st June to the 31st January, both days inclusive, up to the 31st January 1927 a copy of the entries made each day in the register referred to in rule 28 shall be furnished to the Controlling Officer at the Krishnarajasagara by the Superintendent in charge of the Upper Anicut.

33. Photo copies of all diagrams of the self-recording instrument maintained by each Government shall be forwarded to the other Government monthly.

Such diagrams shall not be required from the Madras Government after the 31st January 1927.

A. H. MORIN, *Colonel*,
Chief Engineer for Irrigation, Madras.

26th July 1921.

S. CADAMBI,
Chief Engineer, Mysore, P. W. D.

26th July 1921.

APPENDIX TO THE RULES OF REGULATION.

Instructions for the preparation of working tables of (i) Impounding in the Krishnarajasagara and (ii) Aganda Cauvery discharges for making the examination referred to in rule II (ii) of the Rules of Regulation.

The period covered by the working tables and the examination of the effect of the Krishnarajasagara on supplies due to Madras at the Upper Anicut shall be from the 1st June 1917 to the 31st January 1927. Of these, the Krishnarajasagara working tables will be made in sample Form A for each year during the ten-year period; and the Cauvery Dam discharge tables will be made in sample Form B for only such periods when there is any impounding in the Krishnarajasagara as shown in sample Form A.

PART I.

KRISHNARAJASAGARA WORKING TABLES.

(Vide *sample Form A.*)

The full effective capacity of the reservoir is to be taken as that connoted by the full reservoir level at 112 feet above sill level of the existing undersluices (124 feet above bed of the river before the construction of the dam), namely, 44,827 millions cubic feet. The actual balance as obtained from the previous year's working tables or 5,000 millions cubic feet, whichever is the greater, should be taken as the starting balance on the 28th May of each year.

The balance on the 28th May 1917 should be that obtained from working tables of the year 1916 or 5,000 millions cubic feet, whichever is the greater, and the opening balance on the 28th May 1916 should be taken as 5,000 millions cubic feet.

2. *Column (1).*—The twelve-hourly period to be that ending 6 A.M. or 6 P.M.

3. *Column (2).*—The flow into the reservoir to be the measured flow at the three 'standard' gauging stations *plus* an allowance for the yield from the intermediate catchment; that is, 'Kn' in rule 10 of the Rules of Regulation computed from the readings provided in rule 13 (i) of the Rules of Regulation. From June 1916 to June 1922 the curves of discharge for the standard gauging stations above the reservoir shall be the average curves based on the discharge observations of the four years 1915 to 1918. From 1922 to 1926, both years inclusive, gaugings shall be made at the three standard gauging stations and the annual discharge curves obtained shall be used for the years concerned.

4. *Column (3).*—Regulation to be assumed to have been made in accordance with the Rules of Regulation for the whole period of eleven years and the quantity that may be impounded so derived to be entered in this column for each twelve-

hourly period, the working tables in this form for 1916 being intended only for arriving at the starting balance in the reservoir on 28th May 1917.

The value of C in the impounding formula to be obtained from the curve used for arriving at the discharges at the Upper Anicut for the respective years—*vide* rule 11 (*ii*).

5. *Columns* (*4*) *and* (*5*).—The average draw-off in millions cubic feet for each twelve-hourly period for irrigation to be taken as follows for entry in columns (4) and (5)—

Month.	Monsoon crop.	Perennial crop.
June, first-half	..	27
June, second-half	51·5	27
July to November	51·5	27
December	34·5	27
January, first-half	25·7	27
January, second-half	..	27
February to end of May	..	27

6. *Column* (*6*).—The issues for power to be those actually recorded but subject to a minimum of 900 cusecs measured at Sivasamudram during the period 28th January to 27th May, both days inclusive, and entered in this column.

7. *Column* (*7*).—The allowances for evaporation to be determined for each month by mutual agreement after making joint observations during the three irrigation seasons ending and including 1924-25, quantities being deduced on the opening balance of the reservoir every day at 6 A.M. and 6 P.M.

8. *Column* (*8*).—Instruction in heading to be followed.

9. *Column* (*9*).—Instruction in heading to be followed.

10. *Column* (*10*).—Balance of previous twelve-hourly period *plus* column (9) or 44,827 millions cubic feet, whichever is less, to be entered in this column.

11. *Column* (*11*).—Any excess of the algebraic sum of the quantity in column (9) and that for the previous twelve-hourly period in column (10) over 44,827 millions cubic feet, to be entered in this column.

12. *Column* (*12*).—Instruction in the heading to be followed.

A. H. MORIN, *Colonel*,
Chief Engineer for Irrigation, Madras.

26th July 1921.

S. CADAMBI,
Chief Engineer, Mysore, P. W. D.

26th July 1921.

SAMPLE FORM A.

Quantity of the natural flow of the Cauvery impounded in the Krishnarajasagara.

(All quantities in millions cubic feet.)

Twelve-hourly period ending.		Flow into the Krishnarajasagara.	Quantity that may be impounded.	Draw off				Total draw off (columns 4+5+6+7).	Net quantity that may be impounded (column 3—column 8).	Balance in reservoir.	Surplus from reservoir.	Quantity impounded in the Krishnarajasagara (column 9—column 11).	Remarks.
Date.	Hour.			Monsoon crop.	Perennial crop.	Power.	Evaporation.						
(1-a)	(1-b)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)

PART II.

Aganda Cauvery Discharge Tables.

(Vide *sample Form B.*)

13. The examination of the effect of impounding in the Krishnarajasagara to be made in sample form B. Entries will only be made in this table for actualim-

pounding periods of six consecutive twelve-hourly periods and over as exhibited in sample form A.

14. *Column (1)*.—The number to refer to the whole impounding period.

15. *Column (2)*.—The entry in this column to refer only to dates of an impounding period shown in sample form A and not to date in column (3). For the purpose of this examination the impounding period will be taken to include any interval up to and including six twelve-hourly periods between actual impounding period and the succeeding actual impounding period as defined in instruction 13 above.

16. *Column (3)*.—The date and hour of the first entry of an impounding period made in this column to be those 24 hours prior to the end of the first twelve-hourly period of impounding shown in sample form A. The date and hour of the last entry of an impounding period to be those 48 hours after the last twelve-hourly period of impounding shown in sample form A, as determined by instruction 15 above.

17. *Column (4)*.—The time for transmission from the Krishnarajasagara to the Upper Anicut shall be taken as the average indicated by a comparison of such peak gauge readings of the Chikdevaroysagar and Upper Anicuts as are available up to the end of 1921, fractions of a twelve-hourly period less than six hours in the average result being neglected and those greater than six hours being taken as one twelve-hourly period. Only peak gauges from half a foot below the limits in rule 7 of the Rules of Regulation up to 9 feet in the south-west monsoon and 7½ feet in the north-east monsoon to be taken into account. Separate averages to be deduced for the south-west and north-east monsoons.

18. *Column (5)*.—The total discharge in the Aganda Cauvery (*a*) and (*b*) below to be calculated from the records of the automatic water level recorder, if the readings of the gauge made at 6 A.M., noon and 6 P.M. show the recorder to have registered accurately, otherwise the readings of the gauges made at 6 A.M., noon and 6 P.M. to be used and the discharges averaged for each twelve-hourly period.

(*a*) The discharge of the Cauvery shall be that given by the discharge curves for the Cauvery Dam gauge provided in rule 11 (*ii*) of the Rules of Regulation.

(*b*) The discharge through the Upper Anicut regulators to be calculated as laid down in paragraph 13 of Part II of Volume III of 'Papers regarding the Cauvery Reservoir Project' (pages 7 and 8) account being taken of any intermediate regulation.

19. *Column (6)* (*a*).—The quantity to be entered in this column is that due to the actual rise in the reservoir, as shown from the Regulation records, *plus* the loss

due to evaporation, *plus* the recorded issue for irrigation after making the deduction provided for in rule 26 (*iv*) of the Rules of Regulation.

Column (6) (b).—The quantity to be entered in this column is that due to the actual fall in the reservoir, as shown from the Regulation records, *minus* the loss due to evaporation, *minus* the recorded issue for irrigation after adding the deduction provided for in rule 26 (*iv*) of the Rules of Regulation.

20. *Column (7).*—A percentage allowance, if decided to be necessary, to be made for loss in transmission between the Krishnarajasagara and the Upper Anicut. This allowance to be settled by mutual agreement in June 1926 after further examination of the subject and any joint observations made to determine it; in the event of disagreement the case to be referred to the Government of India for final decision. Figures corresponding to column (6) (*a*) will be a *plus* entry in this column and those corresponding to column (6) (*b*) a *minus* entry.

21. *Column (8).*—Instruction in heading to be followed.

22. *Column (9).*—The quantity due to Madras in any twelve-hourly period to be the whole natural flow of the Aganda Cauvery or the discharge connoted by the gauge-readings in rule 7 of the Rules of Regulation obtained from the discharge curves referred to in rule 11 (*ii*) of the Rules of Regulation, whichever is less.

23. *Columns (10), (12), (13) and (14).*—Instructions in headings to be followed.

24. *Column (11).*—See instruction 20 above.

25. The several periods in column (1) should be sorted out against the several months showing against each month the percentage of deficit obtained in column (14). If the actual impounding period extends over portions of two months as noted in column (2), then the resulting percentage in column (14) to be counted against both the months.

26. After thus sorting out the periods for all the ten years against the several months, the resulting deficit in excess of 5 per cent. is to be neglected if it happens in only one period of examination relating to a particular month. If it happens in more than one period the proportion factor is to be increased so as to reduce the number of such deficit periods to one only in any month.

A. H. MORIN, *Colonel,*

Chief Engineer for Irrigation, Madras.

26th July 1921.

S. CADAMBI,

Chief Engineer, Mysore, P. W. D.

26th July 1921.

SAMPLE FORM B.

(All quantities in millions cubic feet.)

Serial number.	Month or months affected by impounding in the Krishnarajasagara.	Twelve-hourly period ending		Twelve-hourly period affected by impounding after allowing for time in transmission from the Krishnarajasagara.		Natural flow in the Aganda Cauvery.						Flow in the Aganda Cauvery after impounding in the Krishnarajasagara for the whole impounding period.			Effect of impounding in the Krishnarajasagara with tentative values of "P" on the natural flow of the Aganda Cauvery due to Madras under the terms of settlement.	
		Date.	Hour.	Date.	Ending hour.	Actual discharge of the Aganda Cauvery for the twelve-hourly period in column (4).	Increase in storage in the Krishnarajasagara as given by actual levels + actual loss by evaporation + actual draw off for irrigation − ⅛ of actual draw off for irrigation limited to 25 cusecs.	Decrease in storage in the Krishnarajasagara as given by actual levels − actual loss by evaporation − actual draw off for irrigation + ⅛ of actual draw off for irrigation limited to 25 cusecs.	Equivalent of quantity in column 6(a) or 6(b) at the Upper Anicut after allowing for loss in transmission with or as the case may be.	Natural flow in the Aganda Cauvery for the twelve-hourly period in column 4 [the algebraic sum of columns (5) and (7).]	Quantity of natural flow in column (8) due to Madras, either limit flow or the quantity in column (8) whichever is less.	Quantity impounded in the Krishnarajasagara for the whole period given in column (3) corresponding to the number in column (1). [From column (12) of sample form A].	Equivalent of quantity in column (10) at the Upper Anicut after allowing for loss in transmission.	Resulting flow in the Aganda Cauvery after impounding for the whole period given in column (4) corresponding to the number in column (1). [Total column (8)—column (11).]	Deficiency of resulting flow in column (12) on total quantity in column (9). [Total column (9)—column (12)].	Percentage of deficiency in column (13) on total quantity in column (9). $\frac{\text{Column (13)}}{\text{Total column (9)}} \times 100$
(1)	(2)	(3-a)	(3-b)	(4-a)	(4-b)	(5)	(6-a)	(6-b)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)

P. HAWKINS,
Secretary to Government,
Public Works Department, Madras.

18th February 1924.

A. R. BANERJI,
Dewan of Mysore,

18th February 1924.

ANNEXURE II.

The construction of a masonry dam and reservoir on the Cauvery river,—now known as the Krishnarajasagara,—at Kannambadi, 8 miles west of Seringapatam north latitude 12° 33′ 20″ and east longitude 76° 37′ 15″; such dam and reservoir to be of a storage capacity, not higher than 112 feet above the sill of the under sluices constructed in the body of the dam across the old river-bed portion, corresponding to 124 feet above the bed of the river before the construction of the dam; such reservoir to be of an effective capacity of 44,827 m. c. ft., measured from the sill of the irrigation sluices constructed at 60 feet level above the bed of the river up to the maximum height of 124 feet above the said bed of the river. (Note that the level of the bed of the river before the construction of the dam is taken as 12 feet below the sill level of the said under-sluices.) Subject to the above specified modifications in regard to the maximum height of water stored, and the effective capacity, such dam and reservoir to be constructed in accordance with the design accompanying the Project Report furnished with the Dewan of Mysore's demi-official letter No. 2311, dated 16th May 1911.

P. HAWKINS,
Secretary to Government,
Public Works Department, Madras.

18th February 1924.

A. R. BANERJI,
Dewan of Mysore.

18th February 1924.

ANNEXURE III.

Points agreed to at the Conference between the Chief Engineers of the Madras and Mysore Governments regarding the Cauvery dispute.

The technical agreement of the Krishnarajasagara, come to in 1921 between the Chief Engineers of the two Governments, will be taken as finally settled subject to the alterations in rules 15 and 17 now agreed to as shown in Appendix I, and the Krishnarajasagara question also settled according to that agreement.

2. The extent of future extension of irrigation in Mysore under the Cauvery and its tributaries mentioned in Schedule A of the 1892 Agreement shall be fixed at 110,000 acres, and Madras shall have their Cauvery-Metur Project as revised in 1921 with their new area of irrigation fixed at 301,000 acres, as specified in paragraph 11, page 4 of the Project Report (1921), Volume V.

3. Such extensions of future irrigation in Mysore will be carried out only by means of reservoirs on the Cauvery and its tributaries mentioned in Schedule A of the 1892 Agreement. Such reservoirs may be of an effective capacity of 45,000 millions cubic feet in the aggregate; and the impounding therein shall be so adjusted as not to make any material diminution of the supplies connoted by the gauges accepted in the technical agreement for the Krishnarajasagara, it being understood that the rules for the working of such reservoirs shall be so framed as

No. XXVIII.

AGREEMENT for the supply of ELECTRICAL ENERGY at TARBANHALLI—1925.

AN AGREEMENT made this fourth day of November One thousand nine hundred and twenty-five BETWEEN THE GOVERNMENT of HIS HIGHNESS the MAHARAJA of MYSORE (hereinafter referred to as "the Supplier") of the one part and THE SECRETARY of STATE for INDIA in COUNCIL (hereinafter referred to as "the Consumer") of the other part WHEREAS the Supplier has agreed to supply to the Consumer and the Consumer has agreed to take from the Supplier electrical power for the purpose of driving the machinery of and lighting the Consumer's Pumping Station and premises at Tarbanhalli for the period and upon the terms and conditions hereinafter provided NOW IT IS HEREBY AGREED between the parties hereto as follows :—

1. The Supplier shall supply and the Consumer shall take all electrical energy that may be required by the Consumer for the regular working of the machinery and plant in and the lighting of the Consumer's Pumping Station and premises situate at Tarbanhalli, Bangalore Taluk, Bangalore District, from the date of the commencement of this supply and during the currency of this agreement, as hereinafter provided.

2. This agreement shall commence from the first day of September One thousand nine hundred and twenty-three and shall continue for a period of ten years therefrom subject to earlier termination under any of the provisions hereinafter contained.

3. The power supplied under this agreement shall not be utilised by the Consumer in any manner prejudicial to the Supplier and all usage must be according to such method or methods and in such place or places as shall have been previously approved by the Supplier's Electrical Adviser.

4. The electric power at two thousand and two hundred volts three phases, twenty-five cycles, shall be conducted to and delivered at the Pumping Station at a central point by and at the expense of the Supplier and the Supplier will at the like expense lay, fit up, maintain, supervise, and keep in repair suitable and proper cables and other apparatus for such delivery and a duly certified meter or meters for measuring the energy supplied. The Consumer shall have the right to instal at his own cost and for his exclusive use a meter or meters in series with the Supplier's meter or meters and should there be a variation of three per cent. between the Consumer's meter or meters and those of the Supplier, then the Consumer may demand a test, in the presence of his technical representatives if so desired, and if the Consumer's meter is found to be accurate to three per cent., it shall then be deemed to be correct. If the meter is found to vary more than three per cent. then an amount equivalent to the variation will be added to or subtracted from the accounts for the month in which the variation between the two sets of meters occurred.

5. The Supplier will take all reasonable precautions to ensure a supply of power to the Consumer for efficiently driving the pumps and the due continuity

of such supply with as little variation of motor speed as is reasonably practicable but the Supplier shall not be liable to the Consumer for any loss due to interruption in the supply of power by reason of cutting off or damage to any wires or works of the Supplier during war, mutiny, riot, or by reason of earthquake, hurricane, or tempest or of any accident or cause not ordinarily within the control of the Supplier PROVIDED ALWAYS that the Supplier will give notice, within thirty minutes of such stoppage of the probable duration of any interruption in supply due to any cause and will use every possible means to make the period of interruption as short as possible.

6. The Consumer will pay to the Supplier by monthly payments within three weeks after bill for same is rendered for the power supplied at the rate, as specified in the Schedule in paragraph 14 per kilowatt hour (B. O. T. U.) and delivered at a point to be decided on and as registered by the Supplier's recording meter or meters installed for the purpose at such a point which shall be taken as correct subject to a minimum monthly charge equivalent to a fifty per cent. Load Factor based on the actual rated load and provided that the minimum charges shall not apply in the event of a stoppage of work from causes beyond the control of the Consumer. For the purpose of calculating monthly load factors, holidays and supply stoppages will be deducted. Load factor to be calculated as below :—

$$\frac{\text{Kilowatt hours (B. O. T. U.)}}{\text{Monthly working days} \times 12 \times \text{rated H. P.} \times 746} = \text{Load Factor.}$$

The monthly minimum charge will be ½ rated H. P. $\times 12 \times$ number of working days in the month $\times 746$.

7. For the purpose of arriving at the rated H. P. in paragraph 6 *supra* the Supplier will have the motors rated when the supply is started and subsequently at the discretion of the Supplier and the Consumer at any time found necessary for such a rating.

In consideration of such agreement to pay the Consumer shall be entitled to use the power both for driving the machinery of and for lighting the Pumping Station and buildings and the Supplier will supply such demand on the same terms of payment as are specified in paragraph 6 hereof and at the rates as given in paragraph 14 hereof.

8. The Supplier shall be at liberty to temporarily cut off the supply for one hour once a month after having given notice of his intention so to do for the purpose of adding to, altering or repairing any mains or apparatus and the Supplier shall not be responsible for any claims or damages in respect of such temporary interruption, such interruptions may extend to and shall not exceed three hours once in three months.

9. The Supplier will from time to time furnish to the Consumer (free of charge) such expert advice and assistance as may be required by the Consumer in connection with the electric installation to the Pumping Station, but there shall be no obligation upon the Supplier under this clause in the event of any requirement of the Consumer entailing extra expense to the Supplier.

10. Should the Pumping Station entirely cease to work for a period exceeding three consecutive months, the Supplier shall (subject to the next succeeding clause)

have power by notice in writing served at the office of the Consumer to terminate this agreement and upon the service of such notice this agreement shall forthwith terminate accordingly; and within three months from the date of such service of notice, the Supplier shall be entitled to remove from the Consumer's premises all apparatus therein belonging to the Supplier.

11. In the event of the Pumping Station being so destroyed by fire or other causes beyond the control of the Consumer as to necessitate the complete stoppage of the operations or the reconstruction of the Pumping Station, the Consumer shall be entitled to terminate this agreement at once on giving notice to the Supplier and thereupon all liability of the Consumer for payment hereunder shall cease, but in the event of the Pumping Station being only partially destroyed and the Consumer being able to continue working the same either at once or within a period of six calendar months after the damage has occurred this agreement shall not be terminated but the provision for the minimum contained in clause six hereof shall not apply during such time as the Pumping Station is *bonâ fide* under repair and the Consumer during such time shall be charged only for energy supplied according to meter reading at the rates hereinbefore provided.

12. The Supplier in connection with this agreement will deal only with the Officer in charge of the Military Engineer Service at Bangalore, and any notice by the Supplier to the Consumer shall be deemed to have been duly given if in writing addressed to the beforementioned officer and left at or sent by registered post to his office at Bangalore. Any notice by the Consumer to the Supplier shall be deemed to have been duly given if in writing addressed to the Supplier and left at or sent by registered post to the Chief Electrical Engineer to the Government of Mysore.

13. The authorised servants of the Supplier shall at all reasonable times without notice be entitled to enter the premises to read the meters. Any attempts to prevent such entry shall render the Consumer liable to have the supply immediately cut off and reconnection shall not be made until the cost of disconnection has been paid by the Consumer.

14. SCHEDULE.

Rated load in horse power of the motor.	Rate per B. O. T. U.	Minimum monthly charge per rated H. P. maximum demand.
Up to 20 H. P.	2·00 annas	No minimum.
21 „ 50 „	1·50 „	Do.
51 „ 100 „	·95 „	50% load factor
101 „ 200 „	·80 „	Do.
201 „ 300 „	·70 „	Do.
301 and above	·60 „	Do.

15. In the event of any dispute or difference arising as to the construction, meaning or effect of this agreement or of any clause herein contained or as to the rights, duties or liabilities of either of the parties under or in connection with this agreement, then and in every such case the dispute or difference shall first be referred to a Committee consisting of two persons, one appointed by the Supplier and the other appointed by the Consumer. The unanimous decision of such a Committee shall be final and binding on the parties and persons claiming under them respectively as if it is an award made by arbitrators. If either party shall refuse or neglect to nominate a member of the Committee within twenty days after the other shall have nominated a member and served a written notice upon the other requiring the appointment of a member, he shall be nominated by the Hon'ble the Resident in Mysore for the time being. In case of a unanimous decision not being reached by the Committee appointed as aforesaid, the matter in dispute or difference with the report of the Committee thereon, the evidence recorded before them and any further evidence that may be desired by either party hereto shall be referred to the Chief Judge of the Chief Court of Mysore for the time being whose decision on such questions and as to by whom the costs of the arbitration shall be borne shall be final and conclusive as against both parties hereto and any payment to be made in accordance with the award of the Committee or of the Chief Judge, as the case may be, shall be made in Bangalore.

IN WITNESS whereof the Government of His Highness the Maharaja of Mysore and the Secretary of State for India in Council have executed this agreement by their proper representatives thereunto duly authorised and the Common Seal of the Consumer has been hereunto affixed the day and year first above written.

SIGNED and sealed with the Seal of the Government of Mysore by Sir Albion Rajkumar Banerji, the Dewan of Mysore acting in the premises for and on behalf of His Highness the Maharaja of Mysore in the presence of—	A. BANERJI.

1. B. RAMASWAMAIYA,
Offg. Chief Secretary to the Government of H. H. the Maharaja of Mysoe.r

2. M. VENKATESA IYENGAR,
Under Secretary to the Government of H. H. the Maharaja of Mysore.

SIGNED by Sir J. P. Thompson, Secretary to the Government of India in the Foreign and Political Department by order and direction of the Governor-General in Council acting in the premises for and on behalf of the Secretary of State in the presence of— } J. P. THOMPSON.

1. A. N. L. CATER,
Deputy Secretary to the Government of India, F. & P. Dept.

2. E. BERTRAM HIGGS,
Assistant Secretary to the Government of India, F. & P. Dept.

No. XXIX.

SUPPLEMENTAL AGREEMENT regarding the installation and working of the JEWELL FILTERS—1926.

MEMORANDUM of AGREEMENT made this Thirtieth day of October One thousand nine hundred and twenty-six BETWEEN the SECRETARY of STATE for INDIA in COUNCIL (hereinafter referred to as the Secretary of State which term, where the context so admits, shall include the Secretary of State, his successors in Office and assigns) of the one part and HIS HIGHNESS SIR SRI KRISHNARAJA WADIYAR BAHADUR, G.C.S.I., G.B.E., MAHARAJA of MYSORE, (hereinafter referred to as the Maharaja, which term, where the context so admits, shall include the Maharaja of Mysore and his successors) of the other part WHEREAS this agreement is intended to be supplemental or to be read as an annexure to an agreement (hereinafter referred to as the Principal Agreement) dated the seventeenth day of January One thousand nine hundred and thirteen and made between the same parties as these presents WHEREBY after reciting that it was considered desirable to instal and operate a JEWELL GRAVITY FILTER PLANT for the improvement of the Water Supply of Bangalore City (thereinafter sometimes and hereinafter called the City) and the Civil and Military Station of Bangalore (thereinafter sometimes and hereinafter called the Station), both of which supplies were drawn from the Hasserghatta Tank, the City supply being controlled and managed by the Government of Mysore, and the Station Supply by the Military Works Services, it was *inter alia* agreed and provided that the Maharaja should at his own cost and expense (but upon certain terms and conditions as to the repayment by the Secretary of State to him of a portion of such cost and expense) cause to be in-

stalled on a site then already agreed upon and situate on the then existing City Filter Beds between Bangalore and Yeswantapur a Jewell Gravity Filter Plant (hereinafter called the Filter Plant) consisting of the particulars and capacity and in accordance with the specification in the Principal Agreement mentioned, such installation to be connected to the satisfaction of the Secretary of State with the then existing water supply plans of both the City and the Station at Bangalore according to certain plans therein mentioned, and if in the opinion of the officers in the said agreement mentioned in that connection any additions and alterations to the said plans were thereafter found to be necessary or desirable to ensure the efficient and harmonious working of the whole of such scheme of supply such installation to be also connected with the Filter Plant according to such amended plans to such satisfaction as aforesaid and after a provision for the payment by the Secretary of State to the Maharaja of a share (proportionate to the share to be paid by the Secretary of State as aforesaid of the cost and expense of the installation of the Filter Plant) of the charges for establishment, tools, and plant, calculated as therein mentioned, and a provision as to the incidence of the cost of the realignment of certain mains therein described of the Station, it was by the Principal Agreement (Clause 5 thereof) further provided that in consideration of the aforesaid payments by the Secretary of State to the Maharaja the Secretary of State should have liberty jointly with the Maharaja to cause water to be pumped from the aforesaid Hasserghatta Tank, to, and to have the same filtered by, the Filter Plant thereinbefore agreed to be installed and should be entitled to have supplied therefrom to the Station Reservoir a supply of filtered water not exceeding one and a half million Imperial Gallons per day of twenty-four hours, a like quantity of water being the maximum limit it should be lawful for the Maharaja to have supplied to the City Reservoir, and in the Principal Agreement are contained certain further provisions as to the manner of operation and maintenance of the Filter Plant, and as to the repayment by the Secretary of State to the Maharaja of a portion to be determined in accordance with provision in that behalf therein contained of the cost of the said operation and maintenance, for the ascertainment or determination of such cost prescribing the rate to be paid for the electrical power for working the Filter Plant, and as to the incidence of the cost of repairs, renewals, additions or alterations according to the amount of such cost, and for the protection of the Maharaja against liability for failure of the regular water supply owing to accidents or unavoidable causes AND it was also provided that the Principal Agreement should remain in force for the period of five years from the date upon which the Filter Plant was completely installed and connected with the existing water supply plants of the City and the Station and took up full service, and that at the expiration of the said period of five years the same should be renewed for a similar period subject to any modifications that might be mutually agreed upon between the parties thereto, and the Principal Agreement also contains a provision for the reference to arbitration of any disputes, differences or question which might arise between the said parties AND WHEREAS the Filter Plant was duly and completely installed in accordance with the Principal Agreement and was connected with the said existing water supply

plants of the City and the Station and took up full service or or about the tenth day of November One thousand nine hundred and nine and that date was agreed upon by and between the said parties hereto as the date as from which the period of five years for which under the hereinbefore recited provision of the Principal Agreement the same should remain in force should run AND WHEREAS prior to or about the expiration of the tenth day of November One thousand nine hundred and fourteen of the said period of five years it was in pursuance of the provision last aforesaid agreed by and between the said parties hereto that the Principal Agreement should be renewed for the further period of five years as from that date subject to the modifications hereinafter expressed and ever since that date the same has been considered and treated as so renewed accordingly and the terms thereof as so modified duly observed by the said parties up to the date hereof. AND WHEREAS it is decided by the said parties to record the modifications so agreed on as aforesaid subject to which the terms of the Principal Agreement will remain in force up to the tenth day of November One thousand nine hundred and twenty-four and to provide, so far as may be, for the renewal thereof for a further period of five years, as from that date.

NOW IT IS HEREBY MUTUALLY AGREED by and between the said parties as follows :—

1. The Principal Agreement having been so renewed as aforesaid shall remain and be in force up to the tenth day of November One thousand nine hundred and twenty-nine or up to the date on which the joint system of filtration is terminated, whichever date is earlier, subject to the modifications hereinafter expressed, that is to say :—

(i) There shall be deemed to be and to have, since the tenth day of November One thousand nine hundred and fourteen, been added to clause 5 of the Principal Agreement the following paragraph—

"A quantity of filtered water in excess of one and a half million Imperial Gallons per day of twenty-four hours shall nevertheless be supplied to either party provided that—

"(a) the total quantity of filtered water (supplied) to either party on any one day together with their share of wash water for filters shall not exceed two million gallons ;

"(b) the total quantity of filtered water supplied together with wash water for filters in a year shall not exceed the quantity calculated at an average of one and three-fourth million gallons a day, any excess taken during six months ending thirtieth day of June being adjusted before the end of December each year.

"(c) the party concerned pumps the necessary extra quantity of water to the Jewell Filter Plant."

(ii) There shall be deemed to be and to have, since the tenth day of November One thousand nine hundred and fourteen, been substituted in clause 7 of the Principal Agreement for the words "one half the cost" the following words, viz., "his proportion of the cost".

to have effect on the date to be so specified but without prejudice to any rights of either of the parties acquired prior to such determination.

IN WITNESS whereof the Government of His Highness the Maharaja of Mysore and the Secretary of State for India in Council have executed this agreement by their proper representatives thereunto duly authorised and the Seal of the Government of Mysore has been affixed the day and the year first above written.

SIGNED and Sealed with the Seal of the Government of Mysore by Mirza M. Ismail, the Dewan of Mysore, acting in the premises for and on behalf of His Highness the Maharaja of Mysore in the presence of—

MIRZA M. ISMAIL,
30th October 1926.

PET. GEO. D'SOUZA,
Chief Secretary to the Government of His Highness the Maharaja of Mysore.

SIGNED by Sir J. P. Thompson, Political Secretary to the Government of India in the Foreign and Political Department by the order and direction of the Governor-General in Council acting in the premises for and on behalf of the Secretary of State in the presence of—

J. P. THOMPSON,
9th March 1927.

J. W. S. INGLIS,
Assistant Secretary, Foreign and Political Department.

II.—COORG.

The inhabitants of Coorg are said to be a branch of the Nayar tribe. Haidar Ali, when ruler of Mysore, long endeavoured in vain to subdue the country; but by taking advantage of a dispute between two brothers he at last effected his purpose, destroyed the family of the elder brother, and made the younger, Vira Raja, a prisoner. Vira Raja escaped in 1788. He was joined by his clansmen in great numbers and soon cleared his country of the invaders. Previous to the war with Tipu Sultan in 1790, Vira Raja applied to the British Government for assistance, which could not at the time be granted. But as soon as the war broke out he offered his services and sent a large supply of bullocks for the use of the British army. An Engagement (No. I) was made with him by which he agreed to co-operate with the British army against Tipu; the independence of his country was guaranteed; and it was stipulated that in any peace made with Tipu the interests of the Raja would be faithfully consulted.

Coorg was part of the territory which Tipu was required to resign by the treaty of 1792. This demand was unexpected, and Tipu complained of it as a violation of the preliminary agreement, which required that the territories to be ceded should lie adjacent to the possessions of the allies. It was only when preparations were made to recommence hostilities that Tipu Sultan yielded. It was arranged (No. II) that the annual tribute of Rs. 24,000, which Tipu had exacted from Coorg, should be transferred to the British Government in consideration of its friendship and protection. This arrangement was distasteful to the Raja, who denied that he had ever paid tribute to Mysore.

Vira Raja again rendered valuable service in the second war with Tipu Sultan, in consideration of which his annual tribute was remitted in 1799 (No. III), and he was required only to send an elephant every year, as an acknowledgment of feudal subordination. Towards the end of his rule his character underwent a great change. He became suspicious and cruel, and was subject to temporary fits of insanity. He died in June 1809; at his request Devammaji was acknowledged as Rani of Coorg, but after a few months she was deposed by Linga Raja, the surviving brother of Vira Raja.

Linga Raja died in 1820, after a rule remarkable for nothing but savage cruelty, and was succeeded by Vira Rajendra Wadiar, the last of the Coorg Rajas. The crimes perpetrated by this man were so revolting that in 1833 he was directed to report all capital punishments to the Madras Government. Many of his nearest relatives were put to death by his own hand. His sister and her husband, whom he had threatened with death, fled from the country and took refuge with the Resident at

Mysore. A British officer was sent to Coorg to bring about a better state of things by negotiation, but the mission failed. An Indian agent, who was sent to prepare the way for another mission, was detained as a prisoner. At the same time the Raja addressed letters of the most insulting kind to the British Government, and it was accordingly resolved to treat him as a public enemy.

A Proclamation (No. IV) was issued in 1834, setting forth the objects of the war and declaring Vira Rajendra Wadiar to be no longer Raja of Coorg. After a short campaign the Raja surrendered. A considerable number of the inhabitants having expressed a desire to become subjects of the British Government, the country was annexed in 1834, and the people were assured (No. V) that they would not again be subjected to native rule; that their civil rights and religious usages would be respected; and that every effort would be made by the British Government to augment their security, comfort, and happiness.

The Raja and his family were pensioned and removed to Benares. He afterwards went to England, where he died in 1859.

The British Resident in Mysore is Chief Commissioner of Coorg and also Judicial Commissioner, and there is a Commissioner whose headquarters are at Mercara.

A Legislative Council was constituted in Coorg with effect from the 28th January 1924, with the Chief Commissioner as President.

The area of Coorg is 1,582 square miles, the population, according to the Census of 1921, 163,838 and the gross revenues for 1925-26, Rs. 13,96,541.

No. I.

ARTICLES of AGREEMENT entered into between ROBERT TAYLOR, ESQUIRE, CHIEF, ETC., FACTORS, TELLICHERRY, in behalf of the HONOURABLE UNITED ENGLISH EAST INDIA COMPANY on the one part, and ALORY VIRARAJAH of COORG on the other—1790.

1st.—A firm and perpetual friendship shall subsist between both parties as long as the sun and moon shall endure.

2nd.—Tippoo Sultan and his adherents shall be considered as the common enemy of both parties, and in the prosecution of the war in which the English are at present engaged, the Coorg Rajah shall, whenever it may be in his power, do his utmost to distress the enemy, and to admit the English troops at any time to pass through his dominions, should they have occasion to penetrate the enemy's country from this coast; he moreover engages to furnish them with such supplies of provisions as the country can afford at reasonable rates, and to join the English army with such a force as he can spare whenever any operations are carried on above the ghats or in the country of Tippoo Sultan.

3rd.—The Rajah engages to give the Company the preference in purchasing, at a reasonable and moderate price, such articles of commerce as are produced in his country and the Company may want, and he engages not to permit any other European nation to interfere in this respect.

4th.—This English East India Company engage to do everything in their power to render him, the Coorg Rajah, independent of Tippoo, in the same manner as the other powers who have entered into an alliance with the Company, and they shall, whenever a peace takes place, insist upon it as an express stipulation, that the Coorg Rajah shall be considered as the friend and ally of the Honourable Company, and in no manner subject to the authority and control of Tippoo, of whom he shall be declared totally independent.

5th.—Should the Rajah's family or that of any of his subjects have occasion in the present troubles to take refuge in Tellicherry, the Company engages to receive them at the foot of the ghats and conduct them in safety to Tellicherry under a guard of sepoys, where they will find an asylum, and be protected during the troubles; a house shall be provided for them during their residence at Tellicherry, and the families shall be returned in safety whenever required. In testimony of the perpetual friendship that shall subsist between both parties, which neither party will ever disturb, we jointly call God, the sun, the moon, and the world to witness this our agreement and mutual pledge of faith.

Concluded at Tellicherry this 26th day of October in the year of the Christian era 1790, by Robert Taylor, Chief, etc., Factors, in the names of the English East India Company, the Governor-General of Bengal and the Governor of Bombay on the one part, and Alory Virarajah on the other, each of the parties present, that is to say, the Chief and Factors of Tellicherry and Alory Virarajah of Coorg, having hereunto put their names and seals at Tellicherry, the day and year above written, and mutually exchanged copies of this Agreement.

No. II.

ENGAGEMENT with the RAJAH of COORG in 1793.

Alory Virarajah of Coorg being desirous that the situation in which he stands with regard to the Honourable English East India Company may be clearly understood by all their servants, I hereby declare and certify—

1st.—That the said Rajah at the commencement of the late war with Tippoo Sultan (the Rajah being then in possession of the greatest part of the Coorg country, the remainder of which he afterwards recovered without the aid of the Company) offered his assistance to the Honourable Company, which was accepted, and an agreement was accordingly entered into between him on his own part, and Robert Taylor, Esquire, Chief of Tellicherry, on the part of the Company, as will appear by the records of that settlement.

2nd.—That the Rajah entered most heartily into the war, and supplied the Bombay army under my command with a quantity of grain and cattle, without which the troops would have been greatly distressed, and for which the Rajah has hitherto declined taking any pecuniary compensation.

3rd.—That from the commencement of the war till its conclusion the Rajah continued most firmly attached to the interests of the Company, notwithstanding the repeated attempts of Tippoo to seduce him.

4th.—That in March last, in settling the Articles of the Treaty of Peace at Seringapatam, Lord Cornwallis, in consideration of the noble and disinterested conduct of the Rajah, determined to render him entirely independent of Tippoo, and to extend to him and his country the protection of the Company, the numberless objections that were made to this were overruled, and the tribute amounting to eight thousand (8,000) Hoons, said to have been annually paid to Tippoo from the Coorg country, was transferred to the Company.

5th.—That the Rajah readily agrees to pay to the Company eight thousand (8,000) Hoons annually for their friendship and protection, though he declares that Tippoo Sultan never received that sum from his country.

6th.—That no interference was ever intended on the part of the Company in the interior management of the Rajah's country, trusting that a Prince possessing the most liberal sentiments will make the happiness of his people his constant study.

Given under my hand and seal at Cannanore this day the thirty-first of March in the year of our Lord one thousand seven hundred and ninety-three.

ROBERT ABERCROMBY.

N.B.—The Hoons are reckoned at three rupees each the sum therefore that the Rajah will have to pay annually at Tellicherry amounts to rupees twenty-four thousand.

CANNANORE;
The 3rd April 1793.

ROBERT ABERCROMBY.

No. III.

1799.

The Right Honourable the Governor-General having announced to Alory Virarajendra Wodyar, Rajah of Coorg, by letter under date the 30th April 1799, his determination to relinquish tribute payable by the said Rajah to the Honourable Company, and only to require hereafter some annual acknowledgment of the Company's claim to his allegiance: In pursuance of powers vested in me by John Spencer, Esquire, President of the Commission in Malabar under the immediate authority of the Bombay Government, for carrying into effect the intentions above adverted to of the Right Honourable the Earl of Mornington, I hereby declare and certify that the acknowledgment substituted accordingly is in future to consist of one trained elephant, which elephant Alory Virarajendra Wodyar, Rajah of Coorg, pledges himself to present annually to the Honourable English East India Company in proof of fealty and entire devotion on his part to the Government of the said Company.

Given under my hand and the seal of the Honourable Company at Virarajendra Peti this sixteenth day of October in the year of our Lord one thousand seven hundred and ninety-nine.

D. Mahony,
Late Resident with the
Rajah of Coorg.

To the Most High and August English Circar.

The Sadana Kramá or Deed of Acknowledgment of Alory Virarajendra Wodyar of the Koduga Samstanam.

For the services rendered by me to the English Circar the Right Honourable the Earl of Mornington Bahadoor, Governor-General, etc., etc., etc., on the 26th day of the month Chytra of the year Siddartee (30th April 1799), in his friendship wrote to me that on that day he had relinquished to me the Rupees 24,000 that by agreement I annually paid to the Circar, and that the Honourable Jonathan Duncan, Governor of Bombay, would through the medium of Captain Mahony, the English Resident with me, fix upon some token to be annually given in future in acknowledgment and as a memorial of my subjection and fidelity to the Circar, which he required me annually to perform.

In conformity to this letter Captain Mahony and me being in Virarajendra Peti, the relinquishment of the Nikadee which by mutual consent has been annually paid from my country to the Circar was this day made agreeable to the Company's orders and with infinite satisfaction to me, and in return I am to train and present

annually to the Circar an elephant, in token to all the world of my fidelity and filial attachment, even as the son of her own womb, to the Circar that protects me, and for which a sadana krama is executed by both parties and interchanged this day, being Wednesday the 18th of the month of Asknajee of the year Siddartee of the Cally Yuggun 4901 or 16th October 1799.

Seal and signature of the Koduga Rajah.

No. IV.

Proclamation of War with Coorg in 1834.

The conduct of the Rajah of Coorg has for a long time past been of such a nature as to render him unworthy of the friendship and protection of the British Government.

Unmindful of his duty as a ruler, and regardless of his obligations as a dependent ally of the East India Company, he has been guilty of the greatest oppression and cruelty towards the people subject to his Government, and he has evinced the most wanton disrespect of the authority of, and the most hostile disposition towards, the former, from whom he and his ancestors have invariably received every degree of kindness and protection.

It will be needless to enumerate the several instances of his misconduct; but it is sufficient to state that, in consequence of an asylum having been afforded in the British territories to his own sister Devamajee and her husband Chenna Basavappa, who to preserve their lives had fled from his oppression, the Rajah has presumed to address letters replete with the most insulting expressions, to the Governor of Fort St. George and the Governor-General of India; that he has assumed an attitude of hostility and defiance towards the British Government; that he has received and encouraged the proclaimed enemies of that Government; and that he has unjustifiably placed under restraint an old and faithful servant of the Company, named Kulputty Karnikara Manoon, who had been formally deputed by the British representative for the purpose of opening a friendly negotiation, thus committing a gross outrage, not only upon the authority by whom the above-named individual was deputed, but upon the established rules of all civilised nations, by whom the persons of accredited agents are invariably held sacred.

The ancient alliance and the firm friendship which had so happily subsisted between the predecessors of the present Rajah and the Honourable Company have caused his errors to be treated uniformly with indulgence. The most earnest remonstrances have been in vain tried to bring him to a sense of his obligations, and it is not until further forbearance would be culpable that His Excellency the Right Honourable the Governor-General, at the suggestion and with the concurrence of the Right Honourable the Governor in Council of Fort St. George, has resolved on employing the only means left of vindicating the dignity of the sov-

-ereign State, and of securing to the inhabitants of Coorg the blessings of a just and equitable Government.

It is accordingly hereby notified that a British army is about to invade the Coorg territory; that Virarajendra Wodyar is no longer to be considered as Rajah of Coorg; that the persons and property of all those who conduct themselves peaceably or in aid of the operations of the British troops shall be respected; and that such a system of government shall be established as may seem best calculated to secure the happiness of the people.

It is also hereby made known to all British subjects who may have entered the service of Virarajendra Wodyar, that they are required to place themselves under the protection of the British authorities, by whom they will be kindly received, and their rights and privileges respected; and that such of them as may in any way render assistance to the enemy will be considered as traitors and punished accordingly.

This proclamation will be carefully made known in Chittledroog, Raidroog, Mysore, Bellary, Malabar, Canara, in order that the relatives of such persons have taken service in Coorg from those places or adjoining districts may adopt the earliest means of communicating its purport to the parties in whose safety they are interested.

Issued at Bangalore this 15th day of March 1834.

J. S. Fraser, *Lieut.-Col.,*
and Political Agent.

No. V.

Final Proclamation of the Annexation of Coorg in 1834.

Whereas it is the unanimous wish of the inhabitants of Coorg to be taken under the protection of the British Government, His Excellency the Right Honourable the Governor-General has been pleased to resolve that the territory heretofore governed by Virarajendra Wodyar shall be transferred to the Honourable Company.

The inhabitants are hereby assured that they shall not again be subjected to native rule; that their civil rights and religious usages will be respected; and that the greatest desire will invariably be shown by the British Government to augment their security, comfort and happiness.

J. S. Fraser, *Lieut.-Col.,*
and Political Agent.

Camp at Mercara, 7th May 1834.

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